

I. GENERAL

1. Applicability and offers

- 1.1 These General Terms and Conditions (hereinafter referred to as the General Terms and Conditions) apply to all offers, legal relationships and agreements under which AUTONET offers or delivers goods and/or services of any nature whatsoever to the Customer, unless and insofar as expressly agreed otherwise in writing.
- 1.2 The applicability of any general (purchase) terms and conditions of the Client is expressly rejected, unless AUTONET and the Client have agreed otherwise in writing.
- 1.3 If these General Terms and Conditions conflict with the Customer's (general) terms and conditions that have been declared applicable to an agreement by Autonet and/or the Customer, the provisions of these General Terms and Conditions shall prevail.
- 1.4 The provisions of Section I shall apply in addition to the provisions of Sections II, III and IV. Insofar as any provision in Section I is contrary to or incompatible with a provision in the other sections, the provisions in the other sections shall prevail.
- 1.5 If any provision of these Terms and Conditions is null and void or is voided, the remaining provisions of these Terms and Conditions shall remain in full force and effect.
- 1.6 AUTONET can always impose (further) requirements on communication between parties or the performance of legal acts by email.
- 1.7 AUTONET reserves the right to refuse orders without giving reasons.

2. The offer

- 2.1 All offers from AUTONET are without obligation, unless expressly stated otherwise by AUTONET in writing.
- 2.2 AUTONET has the right to revoke the acceptance of the customer within two working days after becoming aware of the acceptance by the customer, if the customer accepts a non-binding offer in a quotation or offer from AUTONET. Unless expressly agreed otherwise, AUTONET's offers and offers are valid for thirty days.
- 2.3 The offer will explicitly state whether the offer has a limited period of validity or is subject to conditions.
- 2.4 The offer contains a complete and accurate description of goods, software and services offered by AUTONET. The description is sufficiently detailed to enable a proper assessment of the offer by the client. Obvious errors or errors in the offer are not binding on AUTONET.
- 2.5 The Customer guarantees the correctness and completeness of the information provided to AUTONET by or on behalf of the Customer on which AUTONET bases its offer.

3. Conclusion of agreements

- 3.1 An agreement with AUTONET is only concluded by written confirmation thereof on its part and replaces (non-binding) quotations or verbal agreements.
- 3.2 The customer accepts these General Terms and Conditions by his written order or request and declares them applicable to the agreements with AUTONET.
- 3.3 The content of the order or request from the customer as received by AUTONET applies between AUTONET and a customer. Input errors and other errors made by the client during the order or request are at the expense and risk of the client.
- 3.4 The original copy of an agreement that has been concluded electronically archived by AUTONET is not accessible to the client.

4. Prices and price adjustment

- 4.1 All prices are exclusive of VAT and any other levies imposed by the government.
- 4.2 All prices are valid at the place of delivery, or are exclusive of transport and any other additional costs.
- 4.3 AUTONET has the right to change the prices stated on its website(s) and in advertising, or otherwise without prior notice.
- 4.4 As far as possible, AUTONET will inform the client of the price change in advance.
- 4.5 If the customer cannot agree with a price increase by AUTONET, the customer has the right to terminate the agreement with AUTONET in writing. If the Customer has not terminated the Agreement within 30 days of AUTONET's notification of the price

increase, the Customer shall be deemed to have agreed to the price and/or rate increase.

5. Payment

- 5.1 Payment is made on the basis of invoices sent by AUTONET in the currency in which the invoice was issued.
- 5.2 The Client shall pay the amounts owed by it within fourteen (14) days of the invoice date.
- 5.3 AUTONET is entitled to request a full advance payment of the agreed price. If advance payment has been stipulated, the client cannot assert any right regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.
- 5.4 All payments made by the client are primarily intended to pay all interest and costs due. Only then will the payment be made for the payment of the oldest outstanding and due invoices, regardless of if the client states that the payment relates to a later invoice.
- 5.5 The customer is at no time entitled to set off his payment obligation towards AUTONET against a claim of the customer against AUTONET, for whatever reason, unless AUTONET has given express written permission for this.
- 5.6 The customer is at no time entitled to suspend his payment obligation towards AUTONET, for any reason whatsoever.
- 5.7 All payment terms set by AUTONET are strict deadlines. The client is in default without notice of default in the event of late payment.
- 5.8 AUTONET is entitled to charge the statutory commercial interest from the due date of the invoice.
- 5.9 If the customer does not pay or does not pay on time, the customer will also owe AUTONET extrajudicial costs. Without prejudice to the other provisions of these General Terms and Conditions, AUTONET is entitled to charge the customer for the costs actually incurred, including any legal costs and legal costs.
- 5.10 Complaints in connection with the invoicing must be submitted in writing to AUTONET no later than 8 (eight) calendar days after the invoice date, with a clear description of the complaint, failing which the invoice will be deemed to be correct.

6. Retention of title, reservation of rights, retention and risk

- 6.1 All goods to be delivered to the Customer shall remain the property of AUTONET until all amounts owed to AUTONET under an agreement have been paid in full to AUTONET, including in any event the claims referred to in Article 3:92 paragraph 2 of the Dutch Civil Code. Where applicable, rights shall always be granted or transferred to the Customer on the condition that the Customer pays the agreed fees in full and on time.
- 6.2 As long as the ownership of the goods has not been transferred to the client, the client may not pledge the goods or grant any other right to them to third parties, except within the normal course of his business. At AUTONET's first request, the Client undertakes to cooperate in the establishment of a right of pledge on the claims that the Client obtains or will obtain from its customers by virtue of the onward delivery of goods.
- 6.3 The client is obliged to keep the goods that have been delivered subject to retention of title with due care and as recognisable property of AUTONET.
- 6.4 AUTONET may retain the goods, products, property rights, data, documents, data files and (intermediate) results of AUTONET's services received or generated in the context of the agreement, despite an existing obligation to surrender, until the Customer has paid all amounts owed to AUTONET.
- 6.5 AUTONET is entitled to take back the goods that have been delivered subject to retention of title and are still present at the Customer's premises if the Customer is in default of the fulfilment of its payment obligations or is or threatens to be in payment difficulties. The client will at all times grant AUTONET free access to its sites and/or buildings for the purpose of inspecting the goods and/or exercising AUTONET's rights.
- 6.6 The risk of loss, theft or damage to goods, products, software or data that are the subject of the agreement will pass to the Client at the moment at which they have been brought into the actual disposal of the Client or an auxiliary person of the Client.
- 6.7 The aforementioned provisions included in 6.1 to 6.6 do not affect the other rights to which AUTONET is entitled.

7. Delivery times / response times

- 7.1 The place of delivery will be the address agreed by the parties.
- 7.2 All delivery times and/or response times mentioned by AUTONET are determined to the best of our knowledge and belief on the basis of the data at the time of entering into the agreement. The delivery times used by AUTONET are target deadlines and never fatal deadlines.
- 7.3 AUTONET is not bound by a final (delivery) term or (delivery) date that can no longer be met due to circumstances beyond its control that have occurred after the agreement was entered into. Nor

- is AUTONET bound to a final (delivery) date or delivery period if the parties have agreed on the content or scope of the agreement.
- 7.4 If exceeding the aforementioned deadlines is unavoidable, AUTONET will inform the Client as soon as possible and the parties will immediately enter into consultation.
- 7.5 The mere exceeding of a (delivery) period or (delivery) date specified by AUTONET or agreed between the parties does not render AUTONET in default. In all cases – i.e. also in the event that the parties have expressly agreed in writing on a final (delivery) deadline or (delivery) date – AUTONET will only be in default due to exceeding the time limit after the customer has given AUTONET written notice of default and has granted a reasonable period for compliance of at least 14 (fourteen) days. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that AUTONET is given the opportunity to respond adequately.

8. Cooperation with the client

- 8.1 If this is necessary for the execution of the agreement, the Client will cooperate, for example by providing useful and necessary information in a timely manner, making equipment and/or materials available, etc.
- 8.2 The Client is responsible for the correct application and use of the products and/or services provided in its organisation and for the correctness of the choice for the use of these products and services for (the realisation of) its business (objectives) as well as for the security of its data.
- 8.3 If data, materials and/or cooperation necessary for the execution of the agreement are not available to AUTONET on time or in accordance with the agreements, AUTONET has the right to suspend the execution in whole or in part as well as to charge the Customer additional costs in accordance with the applicable rates.
- 8.4 In the event that AUTONET employees perform work at the Client's location, the Client shall provide the facilities reasonably desired by those employees free of charge. The workspace and facilities will comply with all applicable (legal) requirements and regulations regarding working conditions. The Client indemnifies AUTONET against claims from third parties, including employees of AUTONET, who suffer damage in connection with the performance of the agreement as a result of acts or omissions of the Client or of unsafe situations in its organisation. The Client will make the house and security rules applicable within its organisation known to the AUTONET employees to be deployed in a timely manner.
- 8.5 If telecommunications facilities, including the Internet, are used in the performance of the agreement, the Client is responsible for the correct choice and the timely and adequate availability thereof, except for those facilities that are under the direct use and management of AUTONET. AUTONET will never be liable for damage or costs due to transmission errors, malfunctions or unavailability of these facilities, unless the Client proves that these damage or costs are the result of intent or deliberate recklessness on the part of AUTONET or its managers. If telecommunications facilities are used in the execution of the agreement, AUTONET is entitled to assign access or identification codes to the customer. AUTONET may change assigned access or identification codes. In such a case, the subscriber will provide the necessary cooperation.
- 8.6 The Client will treat the access codes confidentially and with care and will only make them known to authorised staff members. AUTONET is never liable for damage or costs resulting from loss or misuse of access or identification codes. The customer must immediately report the loss, theft or misuse of the access code by third parties to AUTONET.

9. Engagement of third parties

- 9.1 AUTONET has the right to engage third parties for the execution of an agreement.
- 9.2 If and insofar as AUTONET makes software and/or equipment or services of third parties available to the Customer, the terms and conditions of those third parties will apply, to the exclusion of the provisions of these General Terms and Conditions. The Client accepts the said terms and conditions of third parties. AUTONET will send these provisions or make them available on its website. If and insofar as the said terms and conditions of third parties are deemed not to be applicable or are declared inapplicable for any reason whatsoever in the relationship between the Customer and AUTONET, the provisions of these General Terms and Conditions shall apply in full.

10. Guarantee

- 10.1 AUTONET cannot guarantee that the services, software, databases and products it provides will always function without errors,

limitations or malfunctions, partly due to necessary maintenance, the dependence of the services, software, databases and products of its suppliers, on the Internet and technologies that are under development. AUTONET strives to remedy malfunctions and restrictions as quickly as possible and to keep any inconvenience to the client as limited as possible.

- 10.2 AUTONET provides a 30-day warranty on products, software and services produced by AUTONET from the date of acceptance. In the event of the supply of equipment, this warranty covers only the repair of manufacturing and assembly defects to the best of its ability at the expense of AUTONET. In the event of delivery of software, the warranty only includes the repair of defects in order to bring the software up to the agreed specifications in writing. The warranty does not imply that the software or services will operate without defects or interruption. Replaced parts during repair work become the property of AUTONET. Repair work is carried out on a CARRY IN basis; if, for whatever reason, it is necessary for AUTONET to carry out the work at the client's premises, the call-out costs will be charged at least.
- 10.3 The warranty is void in the event of incorrect or improper use, modification or repair work by parties other than AUTONET, or other causes not attributable to AUTONET, as well as if the defects could have been determined by means of an (acceptance) test at the time of acceptance.
- 10.4 Work and costs of repair outside the framework of this warranty (such as call-out charges) will be charged by AUTONET in accordance with the usual rates.

11. Intellectual property rights

- 11.1 The copyright as well as all other intellectual and industrial property rights to all software, websites, databases (including the databases used in the ProxyParts, Proxyparts and all other websites), equipment and/or materials, analyses, designs, results of services, as well as database rights, which are or are provided/delivered to the Customer, or made available by AUTONET, are exclusively vested in AUTONET or its suppliers.
- 11.2 The Client is not permitted to remove or change any indication regarding the confidential nature or regarding copyrights, trademarks, trade names, database rights or (other) rights of (intellectual) property from the software, websites, databases, equipment or materials.
- 11.3 AUTONET reserves the right, in view of agreed restrictions on the duration or scope of use, to take all necessary (technical) measures to protect the supplied rights of use, software, equipment or databases made available. The Client is never permitted to remove or circumvent such (technical) measures.
- 11.4 AUTONET remains at all times entitled to use and freely dispose of knowledge, techniques, ideas and materials, components, general principles, designs, documentation, works, programming languages and the like, collected and developed for and/or applied in products or services delivered to the Client, even after the delivery in question.
- 11.5 AUTONET indemnifies the Customer against any legal claim by third parties based on an alleged infringement of the database created by AUTONET itself and of software and website developed by AUTONET itself or of an existing database right or copyright, provided that the Customer immediately notifies AUTONET of such legal action and provided that the Customer cooperates fully with AUTONET and the handling of such a matter, including making any settlements, entirely to AUTONET. To this end, the Customer will grant the necessary powers of attorney to AUTONET to defend itself against these legal claims, if necessary on behalf of the Customer. In that case, AUTONET will pay all necessary costs as well as the damage determined by final judgment.
- 11.6 This obligation to indemnify lapses if the alleged infringement is related (I) to databases, software or materials made available to AUTONET by the Customer for use, editing, processing or incorporation, or (II) to changes that the Customer has made to the software, website, databases, equipment or other materials or has had made by third parties.
- 11.7 For specific provisions regarding the use of data and intellectual property rights by clients, please refer to article 23 of these terms and conditions.

12. Force majeure

- 12.1 Neither party is obliged to fulfil any obligation if it is prevented from doing so as a result of force majeure. Force majeure also includes force majeure on the part of AUTONET's suppliers, failure to properly fulfil obligations on the part of AUTONET's suppliers, as well as the defectiveness of goods, materials, third-party software used for the performance of an agreement (such as the disappearance of computer files, failures in the network of the telecommunications company(s) concerned, full occupancy of the dial-up lines, overloading the grid).

- 12.2 If a force majeure situation has lasted longer than 90 (ninety) days, the parties have the right to terminate the agreement by written dissolution. In that case, what has already been achieved pursuant to the agreement will be settled proportionately, without the parties owing each other anything.

13. Liability and indemnification

- 13.1 AUTONET accepts liability only to the extent that this is apparent from this article.
- 13.2 AUTONET's total liability for attributable failure to perform an agreement is limited to compensation for direct damage up to a maximum of the amount of the price stipulated for that agreement (excl. VAT). If the agreement is mainly a continuing performance agreement with a term of more than one year, the price stipulated for the agreement is set at the total of the fees (excl. VAT) for one year. However, in no case will the total compensation for damage exceed € 10,000.00 (ten thousand euros).
- 13.3 Direct damage is only understood to mean the:
- reasonable costs that the client would have to incur in order for AUTONET's performance to comply with the agreement; However, this substitute damage will not be compensated if the agreement is dissolved by or at the request of the Client.
 - reasonable costs incurred by the Client for being forced to keep its old system or systems and related facilities operational for longer because AUTONET has not delivered by a final delivery date that is binding on it, less any savings resulting from the delayed delivery;
 - reasonable costs incurred to determine the cause and extent of the damage, insofar as the determination relates to direct damage within the meaning of these terms and conditions;
 - reasonable costs incurred to prevent or limit damage, insofar as the Client demonstrates that these costs have led to the limitation of direct damage within the meaning of these terms and conditions.
- 13.4 Without prejudice to the provisions of Article 13.2, AUTONET is only liable for damage if the Customer has specified and substantiated the damage in writing within 10 days after the damage occurred. The provisions of this Article 13.4 shall only apply between AUTONET and the Customer if and insofar as an appeal by the Customer to the arrangement referred to in Article 13.3 is not upheld in court.
- 13.5 If, with regard to the goods delivered by AUTONET, it has been established in court that the offering or use thereof is in violation of the intellectual property rights of a third party, AUTONET shall only be obliged, at the sole discretion of AUTONET, to make every effort to ensure that:
- by supplying a modified item or software, the client experiences as little disruption as possible in his (operational) use; or
 - to repay the fee received from the Client for the work delivered, with deduction of a reasonable fee for use, if and to the extent applicable after the return of the item or the Software, or the cessation of the use of the Software and the deletion thereof. AUTONET is not obliged to pay any compensation in this regard.
- 13.6 The liability of AUTONET for damage caused by death or bodily injury or for material damage to property never exceeds [1,250,000].
- 13.7 Liability of AUTONET for indirect damage, consequential damage, loss of profit, lost savings, reduced goodwill, damage due to business interruption, damage as a result of claims from customers of customer, corruption or loss of data, damage related to the use of goods, materials or software of third parties prescribed by the customer to AUTONET, damage related to the use of suppliers prescribed by the customer to AUTONET and all other forms of damage than those referred to in Articles 13.3 and 13.5, for whatever reason, are excluded.
- 13.8 AUTONET's liability for attributable failure to comply with an agreement will in all cases only arise if the customer immediately and properly gives AUTONET notice of default in writing, setting a reasonable period for remedying the failure, and AUTONET continues to attributable fail to comply with its obligations even after that period. The notice of default must contain a description of the shortcoming that is as complete and detailed as possible, so that AUTONET is able to respond adequately.
- 13.9 A condition for the existence of any right to compensation is always that the customer reports the damage to AUTONET in writing as soon as possible after it has arisen. Any claim for damages against AUTONET lapses by the mere lapse of 12 months after the claim has arisen.
- 13.10 The Customer indemnifies AUTONET against all damage arising from claims from third parties in connection with products, software, data and/or services supplied by AUTONET, including claims from third parties, as a result of damage resulting from acts

or omissions of the Customer at the time of performance of the agreement or other causes attributable to the Customer.

14. Secrecy and Privacy

- 14.1 AUTONET and the Customer are obliged to maintain confidentiality and will take all possible precautions with regard to all business information of a confidential nature, including the software, databases and documentation supplied or made available by AUTONET. Confidential is that information which is explicitly labelled as such as well as all information of which the confidential nature can reasonably be suspected.
- 14.2 The client undertakes to keep the software and data files secret, not to disclose or use them to third parties and to use them only for the purpose for which they were made available to it.
- 14.3 AUTONET complies with its obligations under the legislation on the processing of personal data. AUTONET will ensure that appropriate technical and organisational measures are taken to protect (personal) data against loss or any form of unlawful processing.
- 14.4 The Client guarantees that all legal regulations regarding the collection and processing of personal data, including the regulations issued by or pursuant to the General Data Protection Regulation, are strictly observed and that all prescribed registrations have been made and all required consents to the processing of personal data have been obtained. The Customer will immediately provide AUTONET with all requested information in writing.
- 14.5 The Customer indemnifies AUTONET against all claims from third parties that may be brought against AUTONET on account of a violation of the General Data Protection Regulation and/or other legislation regarding the processing of personal data that cannot be attributed to AUTONET.
- 14.6 The Customer indemnifies AUTONET against all claims from third parties, including government agencies, that may be brought against AUTONET for violation of legislation regarding the statutory retention periods.

15. Term and Termination

- 15.1 If an agreement relates to the periodic or regular provision of services (such as subscription, maintenance or back-up service), the agreement is entered into for the duration agreed between the parties, failing which a duration of one year applies. The term of the agreement will be tacitly extended each time for the duration of the original period, unless the Customer or AUTONET terminates the agreement in writing with due observance of a notice period of sixty (60) days before the end of the period in question. Termination takes place by registered letter to the other party.
- 15.2 AUTONET has the right to terminate the agreement by written notification without prior written notice of default, with immediate effect if:
- the client, despite notice of default, imputably fails to comply with any obligation incumbent on it;
 - the customer has used the delivered or made available by AUTONET in violation of the applicable rights of use or restrictions of use and/or has violated any intellectual property right with regard to the delivered or made available;
 - the client is placed in suspension of payments, or suspension of payments is requested;
 - the client is declared bankrupt;
 - a request for the application of a debt restructuring arrangement for the client is submitted;
 - the client is placed under guardianship or administration;
 - the goods of the client are seized in respect of substantial debts and this attachment is maintained for more than two months;
 - the client ceases its business operations in whole or in part or otherwise liquidates them.
- 15.3 AUTONET has the right to terminate a Contract immediately by written notice if:
- it ceases the publication of any software supplied;
 - the control rights in the client's company are transferred in whole or in part to a third party.
- 15.4 In the event of termination of the agreement, all payments due by the Customer to AUTONET shall be immediately due and payable.
- 15.5 If the Customer has already received services for the performance of the agreement at the time of the dissolution, these services and the related payment obligation will not be subject to reversal, unless the Customer proves that AUTONET is in default with regard to those services. Amounts invoiced by AUTONET prior to the dissolution in connection with what it has already properly performed or delivered in execution of the agreement shall remain due in full with due observance of the provisions of the previous sentence and shall become immediately due and payable at the time of the dissolution.

- 15.6 AUTONET shall never be obliged to pay any compensation or payment to the Customer on the basis of termination of the Agreement pursuant to Article 15.2, without prejudice to AUTONET's right to full compensation from the Customer for breach of its obligations as referred to above and without prejudice to any other rights to which AUTONET is entitled.

16. Transfer of rights and obligations

- 16.1 The Customer is not entitled to transfer its rights and obligations arising from the agreement to third parties without the prior written consent of AUTONET.
- 16.2 AUTONET reserves the right to transfer rights and obligations under an agreement to a third party, in whole or in part, without the prior consent of the Customer. The client is obliged to provide all cooperation deemed necessary by AUTONET for the transfer at AUTONET's first request.

17. Other provisions

- 17.1 If one or more provisions in an agreement between AUTONET and the Customer and/or these General Terms and Conditions are null and void or voidable, this shall not affect the validity of the agreement, the General Terms and Conditions or any other provisions contained therein.
- 17.2 If a provision in an agreement or these General Terms and Conditions between AUTONET and the Customer is null and void or voidable, the Parties will replace this provision with a provision that is legally valid and as close as possible to the purport of the original provision.
- 17.3 All costs incurred by AUTONET in order to maintain or exercise its rights vis-à-vis the Customer pursuant to the Agreement and/or the General Terms and Conditions, both in and out of court, shall be borne by the Customer.
- 17.4 Amendments to or additions to an agreement can only be agreed in writing between the parties.

18. Applicable law and disputes

- 18.1 All offers from and agreements with AUTONET are exclusively governed by Dutch law. The applicability of the Vienna Sales Convention is excluded.
- 18.2 Disputes that may arise between AUTONET and the Customer as a result of an agreement concluded between AUTONET and the Customer or as a result of further agreements resulting therefrom, shall be submitted exclusively to the competent court in the Netherlands.

II. INTERNET SERVICES TERMS AND CONDITIONS

The provisions referred to in this chapter apply, in addition to the General Provisions, if AUTONET and the Customer have entered into an agreement (subscription) for use of and access to the ProxyLine, Proxyparts Online Proxyparts and/or other websites and/or have entered into an agreement for other services made available via the Internet, such as online back-up services.

19. the Parts Line, Parts LineOnline and Proxyparts

- 19.1 A subscription starts on the access date (the date on which the subscriber is/is connected to the AUTONET server) and is valid for the duration of one year.
- 19.2 AUTONET reserves the right to refuse subscribers without giving reasons. If a maximum number of subscribers to be determined by AUTONET has been reached, AUTONET reserves the right to place new registrations on a waiting list.
- 19.3 A subscription gives the subscriber access to information provided by AUTONET, or the provision of information. The Subscriber is not entitled to provide access to this information to third parties in any way whatsoever.

20. Back up services

- 20.1 AUTONET will carry out the back-up service with care in accordance with the procedures and agreements laid down in writing with the Client. AUTONET undertakes to regularly inspect and maintain the systems it uses for the back-up service and to ensure sufficient capacity so that, in principle, no malfunctions due to overload occur during normal use.
- 20.2 All data to be processed by AUTONET in backup will be prepared and delivered by the customer in accordance with the conditions to be set by AUTONET. The Client will bring the data to be processed in the back-up to and collect the results of the processing from the place where AUTONET performs the back-up service. Transport

- and transmission, in whatever way, are at the expense and risk of the Client, even if they are carried out or provided by AUTONET.
- 20.3 The Client guarantees that all data made available by it to AUTONET in the execution of the back-up service is always correct and complete and that all information carriers provided to AUTONET comply with AUTONET's specifications.
- 20.4 The Client is obliged to have its own recent copy at all times; also of all data made available to AUTONET.
- 20.5 All equipment, software and other items used by AUTONET in the back-up service remain the property or object of intellectual and industrial property of AUTONET, even if the Client pays a fee for the development or purchase thereof by AUTONET.
- 20.6 AUTONET is not responsible for checking the accuracy and completeness of the results of the back-up service. The Client will check these results itself upon receipt. AUTONET does not guarantee that the back-up service will be provided without error or without interruptions. If defects in the results of the back-up service are a direct result of products, software, information carriers, procedures or operating actions for which AUTONET is expressly responsible under the agreement, AUTONET will repeat the back-up service in order to rectify these imperfections to the best of its ability, provided that the Customer has corrected the imperfections as soon as possible, but no later than within one week after receipt of the results of the back-up service, in writing and in detail. Only if defects in the back-up service are attributable to AUTONET, the repetition will be carried out free of charge. In other cases, AUTONET will charge the Client for the costs of any repetition in accordance with its usual rates. If repair of defects attributable to AUTONET is not technically or reasonably possible, AUTONET will credit the amounts owed by the Customer for the relevant back-up service, without being liable to the Customer further or otherwise. The Client shall not have any rights due to defects in the back-up service other than those described in this guarantee scheme.

21. Conditions for the use of internet services

- 21.1 The client will observe generally accepted rules of conduct on the internet as laid down in RFC1855 (Netiquette) and any future adjustments thereof.
- 21.2 Customer is obliged to comply with all obligations, instructions and restrictions made known by AUTONET with regard to the use of AUTONET's internet services, as laid down in these General Terms and Conditions and the agreement, and as communicated by AUTONET from time to time on its website, by written notification or otherwise.
- 21.3 The Client will not use the services and those provided in the context of the Subscription or the files and data that are made available in any way for unlawful acts, the commission of criminal offences and/or for acts that burden or disrupt the services, the data and files or Internet traffic, including: (a) committing infringement of intellectual property rights; (b) theft of data; (c) the unlawful and/or punishable disclosure of secret or confidential information; (d) the unlawful and/or punishable distribution of texts and/or visual and audio material, including racist expressions, child pornography, criminal data traffic, insulting expressions, spamming; (e) unauthorized intrusion into computers or networks; (f) destruction, damage or rendering unusable of systems or automated works and software of others; (g) the breach of technical safeguards; (h) spreading viruses or otherwise intentionally interfering with communications or data storage; (i) gaining access by means of a false key, code or capacity; (j) initiating or allowing to continue any process that may reasonably be suspected of interfering with other users of the Internet or adversely affecting the performance of the Subscription.
- 21.4 AUTONET has the right to terminate the Customer, block the connection, dissolve the agreement or take other (technical) measures that it deems advisable with immediate effect if, on the basis of the information available to it, it suspects that the Customer is using the connection in violation of one of the provisions of this article. In this case, the client will not receive a refund of any pre-paid fee. The client is not entitled to compensation for damage. AUTONET reserves the right to recover any damage suffered in connection with this from the client.
- 21.5 AUTONET will take all reasonable precautions with regard to the information it provides to subscribers to the Proxyparts Line, Proxyparts or other internet services of AUTONET. AUTONET shall not be held responsible for any loss arising from the inaccuracy of this information, whether the inaccuracy is caused by the submission by interested parties, or by AUTONET or by other subscribers; her posts; employees or agents, or by the improper functioning of AUTONET computers and/or other equipment.
- 21.6 Unless otherwise agreed, the Client shall take care of the electricity, connections, hardware, software, peripherals and other facilities required for access to the internet. These facilities are not the

responsibility of AUTONET and AUTONET declines all responsibility for them.

- 21.7 The Customer undertakes to comply with the regulations set by the authorities responsible for the registration, use of Internet network numbers and domain names and indemnifies AUTONET against any claims by third parties in this respect.
- 21.8 AUTONET will make every effort to secure the connection or access to the Customer's data that is stored. AUTONET does not guarantee the security installed. AUTONET excludes any liability for damage that may occur despite the precautions it has taken with regard to data security.
- 21.9 AUTONET is not liable for any costs incurred or incurred as a result of changes in the welcome image, the AUTONET dial-in numbers, the AUTONET index or the access code.
- 21.10 AUTONET is not liable for damage caused by the leaking of confidential data, the use of credit card acceptance mechanism or electronic payment, damage due to maintenance work or damage arising from claims by third parties against the customer.
- 21.11 Access to the internet services is offered at a network termination point at the location agreed with the client.
- 21.12 AUTONET reserves the right to make procedural and technical changes and/or improvements to the connection and/or the access code, if the operation of the connection so requires. AUTONET will inform the Client of this in a timely manner if they adversely affect the accessibility of the Internet and/or networks connected to it for the Client.
- 21.13 AUTONET is entitled to technically organise the content of its service(s) in such a way as AUTONET decides at any given time. In this context, Autonet reserves the right to make procedural and technical changes and/or improvements to the services.

III. CONDITIONS FOR THE USE AND MAINTENANCE OF SOFTWARE and DATABASE

In addition to the General Provisions, the conditions in this chapter apply to the software and databases made available by AUTONET. In this context, software is also understood to mean websites.

22. Right of use of software and databases

- 22.1 Without prejudice to the provisions of Article 11, AUTONET grants the client the non-exclusive and non-transferable right to use the database of the Proxyparts, ProxypartsOnline and Proxyparts and/or the right to use the software as stipulated in the agreement. The right to use the software is in object code. The Client will always strictly comply with the restrictions of use agreed between the parties.
 - 22.2 Without prejudice to the other provisions of these General Terms and Conditions, the Client's right of use only includes the right to load and execute the software and, with regard to the database, to retrieve data from it online. Any other or further right of the client to reproduce software, websites, databases or other materials is excluded.
 - 22.3 The software and the data consulted or requested may only be used by the client in its own company or organisation; The software on one processing unit and/or for a certain number or type of users or connections for which the right of use has been granted. In the event of a failure of the processing unit in question, the software may be used on another processing unit for the duration of the failure. The right of use may apply to several processing entities if this is expressly stated in the contract.
 - 22.4 The Client is not permitted to sell, rent, sub-license, dispose of or grant limited rights to the data (bank) and software and carriers on which it is recorded, or to make it available to a third party in any way or for any purpose whatsoever, to give a third party, whether or not remotely, access to the database or software, or to store the software at a third party for hosting, not even if the third party in question uses the software exclusively for the benefit of the Client. The Client shall not modify the software other than in the context of correcting errors. The Client will not use the software in the context of the processing of data on behalf of third parties ('time-sharing').
 - 22.5 Immediately after the end of the right of use of the software and database, the Customer shall destroy all copies of the software and database in its possession, which destruction the Customer shall immediately notify AUTONET of in writing. The right of use of software and the database acquired by the Client is limited to use for personal use and copying thereof is only permitted for the purpose of protection against loss.
- 23 Intellectual property and use of data**
- 23.1 All intellectual property rights relating to AUTONET's services, products and materials remain the property of AUTONET, unless an express (user) licence is granted by AUTONET.

The customer shall refrain from copying, modifying, distributing, selling or otherwise using the intellectual property of AUTONET without express written permission from AUTONET.

All intellectual property rights relating to the Client's products and materials and other data shall remain the property of the Client, subject to the provisions of Article 23.2.

- 23.2 The customer agrees that AUTONET has the right to collect, process and use data that arise from the use of AUTONET's services and products and data that may arise from the Intellectual Property belonging to the customer. The client hereby grants a licence to AUTONET to use the aforementioned data. AUTONET will use the data collected exclusively for operational purposes, improving its services and adapting offers to the customer.
- 23.3 AUTONET will treat the data provided by the customer confidentially and will not share it with third parties, except with the express (written) permission of the customer, unless this concerns anonymised data, this is necessary for the execution of the agreement or is required by laws and regulations. The customer acknowledges that, despite all security measures taken by AUTONET, the transmission of information via the internet is not completely secure and AUTONET cannot be held liable for unauthorized access to data that is beyond its control.

24 Software maintenance

- 24.1 If a maintenance agreement has been concluded for the software, the Customer will report any errors found in the software to AUTONET in detail in accordance with AUTONET's usual procedures. Upon receipt of the notification, AUTONET will make every effort to correct errors and/or make improvements to subsequent new versions of the software. Depending on the urgency, the results will be made available to the client in the manner and period to be determined by AUTONET. AUTONET is entitled to introduce temporary solutions or program workarounds or problem-avoiding restrictions in the software. In the absence of explicit agreements in this regard, the Client will itself install, set up, parameterize, tune the corrected software or the new version made available and, if necessary, adjust the equipment and operating environment used for this purpose. Unless expressly agreed otherwise, AUTONET is not obliged to carry out data conversion.
- 24.2 AUTONET may charge the costs of repair in accordance with its usual rates in the event of errors of use or improper use or other causes not attributable to AUTONET or if the software has been modified by parties other than AUTONET. Recovery of mutilated or lost data is not covered by maintenance.
- 24.3 If a maintenance agreement has been concluded, AUTONET will make it available to the Client when improved versions of the software become available. Three months after the provision of an improved version, AUTONET is no longer obliged to correct any errors in the old version and to provide support in relation to an old version. In order to make a version available with new features and functions, AUTONET may require the Client to enter into a new agreement with AUTONET and to pay a new fee for the provision of the data.
- 24.4 AUTONET is not responsible for the system and/or network management of clients who work with AUTONET products, unless this has been expressly agreed otherwise in writing.
- 24.5 Client is at all times obliged to have its own recent copy and to store it itself externally or in a cloud service; also of all data made available to AUTONET. AUTONET is not liable for the consequences of copies kept in violation of this article.

IV. CONDITIONS FOR THE SALE OF EQUIPMENT

The conditions in this chapter apply to the equipment supplied by AUTONET in addition to the General Provisions.

25 Transport damage and loss

- 25.1 The risk of damage and/or loss and/or mutilation of equipment to be delivered rests with AUTONET until the moment of delivery to the customer, unless expressly agreed otherwise.
- 25.2 In the event that equipment is transported at the expense and risk of the client, the client will ensure proper packaging.
- 25.3 The Client will insure the products against transport damage, theft and other external calamities for the time that they are in its actual control.
- 25.4 In the event of visible damage to the products in the event of transport that is at the expense and risk of AUTONET, the Client will notify AUTONET immediately after delivery, on pain of loss of any right to compensation.