



GENERAL TERMS AND CONDITIONS OF CAR LOCK SYSTEMS B.V.

Table of contents

Article 1	Terms	1
Article 2	General	1
Article 3	Offers and invitations to treat	1
Article 4	Contract term, delivery periods and deliveries, performance/amendment of contract	1
Article 5	Security and lawfulness	2
Article 6	Force majeure	2
Article 7	Examples/Images	2
Article 8	Payment and collection costs	2
Article 9	Warranty and liability	2
Article 10	Defects, deadlines for filing complaints	3
Article 11	Suspension and termination of the contract	3
Article 12	Extended retention of title	3
Article 13	Price increases	3
Article 14	Specific terms governing the supply of CIP Services	3
Article 15	Data, privacy and confidentiality	4
Article 16	Intellectual property rights	4
Article 17	Applicable law and jurisdiction	4

Article 1 Terms

1. CLS: Car Lock Systems B.V. a company registered in Werkendam (trade register number 18045446), the party that has drawn up these general terms and conditions, being a supplier of goods and services;
2. **The Buyer:** A buyer or potential buyer of the goods (hardware) and/or services of CLS, including Tickets. The Buyer operates commercially in the automotive business (after-sales);
3. **Hardware:** all hardware components supplied by CLS;
4. **CIP interface:** the hardware enabling a connection between a vehicle and a diagnostics expert from CLS via the OBD connector in the relevant vehicle;
5. **Ticket:** a service contract for a CIP Service created when a Buyer offers to purchase the CIP Service via the CLS website or directly through the use of the CIP interface and following acceptance of this offer by the service centre;
6. **CIP Service:** an electronic programming of the vehicle or components thereof (especially keys), diagnosis, or information download, performed remotely;
7. **CIP Service Center:** the service centre operated by or through CIP Service;
8. **Account:** the combination of the Buyer's user data (user name and password), by which the Buyer identifies itself before purchasing a CIP Service.

Article 2 General

1. These general terms and conditions (the 'general conditions') apply to all offers and invitations from, and contracts with, CLS. Any terms and conditions of the Buyer are inapplicable.

2. CLS may engage third parties to perform its services. These general conditions will also apply in such a case. CLS also stipulates that these general conditions shall apply in regard to any third parties it engages.
3. If at any time any term of these general conditions proves to be entirely or partially void or voidable in court, the other terms shall remain fully enforceable. CLS and the Buyer shall negotiate a new term to replace the void or voidable term, having regard as far as possible to the purpose and scope of the original term.
4. CLS is entitled to add to or amend these general conditions. If it does so, the amended general conditions become binding two weeks after CLS has sent a copy of these amended general conditions to the Buyer.
5. A situation where CLS does not require strict compliance with these general conditions does not mean that the relevant terms are not binding or that CLS thereby loses any right to compel performance of these terms on other occasions.

Article 3 Offers and invitations to treat

1. All offers and invitations to treat made by CLS are subject to contract. An offer or invitation to treat will lapse (i) if the product or service to which the offer or invitation to treat relates becomes unavailable, and/or (ii) 14 days after the offer, and/or (iii) as soon as CLS makes a new offer for the same services and the previous offer has not been accepted.
2. CLS cannot be held bound by an offer, invitation to treat, or contract if the Buyer ought reasonably to have known that the relevant document, or part thereof, contains a clear mistake or clerical error.

3. The prices stated in the offer or invitation to treat are exclusive of VAT and other state duties, as well as transport and administration costs, unless indicated otherwise.
4. If the terms of acceptance differ from the terms set out in the offer or invitation to treat – even on a minor point – CLS will not be bound by the acceptance. The terms of the contract will then not be in accordance with the differing terms of acceptance unless CLS indicates otherwise.

Article 4 Contract term, delivery periods and deliveries, performance/amendment of contract

1. The contract between CLS and the Buyer is for an indefinite term unless the nature of the contract implies otherwise or if the parties have expressly agreed otherwise in writing.
2. If CLS requires information from the Buyer for the performance of the contract, the period for performance thereof does not commence until the Buyer has provided CLS with the full and accurate information requested.
3. Delivery times are indicative and only approximate, and therefore not deadlines. Failure to comply with any delivery times does not entitle the Buyer to cancel or otherwise terminate the contract or claim compensation.
4. Delivery will be made to the address indicated by the Buyer (DAP as stipulated in the Incoterms 2020), unless agreed otherwise. The Buyer must purchase the goods at the moment that they are made available. If the Buyer refuses to purchase the goods or fails to provide the information or instructions required



for delivery, CLS is entitled to store the goods as it seems fit at the expense and risk of the Buyer. CLS will make a delivery charge as indicated in its web catalogue (for details, go to www.carlocksystems.com and use log-in code).

5. If the Buyer does not properly comply with its obligations, it is liable for all direct and indirect loss (including costs) incurred by CLS as a result thereof.
6. Even if CLS agrees a fixed price with the Buyer, CLS is nevertheless entitled to increase this price if such increase arises from a statutory or regulatory obligation, or from any other ground that at the time the contract was entered into was not reasonably foreseeable. In such a case the Buyer is not entitled to terminate the contract due to such price increase.

Article 5 Security and lawfulness

1. Responsibility for checking the lawfulness of the order including, but not limited to, checking ownership of the vehicle to which the order pertains lies in all cases with the Buyer. As a minimum, the Buyer should check whether its customer is the lawful owner of the vehicle to which the order pertains by means of comparing the identity document of the customer with the registration number of their vehicle. The Buyer shall not purchase products or services from CLS if they reasonably suspect or, in the circumstances of the case ought reasonably to have suspected, that the services or products will be used by the Buyer's customer for unlawful purposes. CLS is entitled to refuse to deliver if it has any doubts regarding lawfulness.

Article 6 Force majeure

1. In the case of force majeure, CLS is not obliged to comply with any obligation to the Buyer.
2. In these general conditions, the term 'force majeure' includes any foreseen or unforeseen external circumstance over which CLS has no control and due to which CLS is unable to meet its obligations. Force majeure would therefore arise, for example, if any third party engaged by CLS, such as a supplier, subcontractor, shipper, or other party that CLS is dependent upon fails to comply with its obligations in time or at all, and/or in the case of extreme weather conditions, natural disaster, act of terrorism, cyber criminality, disruption to digital infrastructure, fire, power cut, the loss or theft of tools or materials, road blockages, strikes or work stoppages, import or trade restrictions, and/or measures taken to prevent or limit the consequences of any epidemic or pandemic.
3. During the period of force majeure, CLS may suspend its contractual obligations to the Buyer. If this period continues

for longer than two months, either party may terminate the contract without thereby incurring any obligation to pay compensation to the other party.

4. Insofar as at the time that the force majeure arises CLS has complied with some of its obligations, or is able to do so, and the part that has been, or can be, performed has an independent value, then CLS is entitled to invoice separately for such part. The Buyer must pay this invoice as though it related to a separate contract.

Article 7 Examples/Images

1. If CLS shows to or provides the Buyer with any examples, such as the photos or images contained in the CLS web catalogue, these are shown or provided as an indication only. The products to be supplied may differ from those shown in the photo or image.

Article 8 Payment and collection costs

1. Payment must be made within 30 days of the invoice date in a manner specified by CLS and in the currency invoiced, unless indicated otherwise in writing by CLS. CLS shall be entitled to invoice periodically. Payment for CIP Services is by direct debit.
2. If the Buyer fails to pay any invoice in time and in full, it will be automatically in breach of contract.
3. The Buyer is not entitled to set off any sum against the amount it owes to CLS.
4. Any objection concerning the amount invoiced does not suspend the obligation to pay.
5. If the Buyer fails to comply with its obligations in time or at all, it is liable for all costs reasonably incurred by CLS in obtaining payment extrajudicially, as well as for court costs and execution costs.
6. CLS is entitled to apply the payment made by the Buyer firstly to set against costs, then to set against accrued statutory commercial interest and finally to set against the principal sum and current interest.

Article 9 Warranty and liability

1. The goods supplied by CLS satisfy the usual requirements and standards that can be reasonably applied to them at the time of their supply, and are suitable for the purposes for which they are normally used in the European Union.
2. CLS warrants that the goods it sells will be free of errors in design, materials and manufacture for a period of 12 months following delivery or – in the case of faults to parts and if this is a longer period – the period for which the importer offers CLS a warranty for those parts processed in the products supplied by CLS or the products supplied by the importer to CLS.

3. If CLS fails under the warranty in respect of its supply of goods and/or services, its obligations are limited to the repair of the supplied goods or to the supply of replacement parts or products (direct loss). The choice of remedy shall be at the discretion of CLS.
4. CLS is not liable for consequential loss or indirect loss. The cost of installing components or products in, and/or removing them from, a vehicle or other product qualifies as indirect loss.
5. Direct loss to electronically programmable components of the vehicle for which a CIP Service is requested will be compensated up to a maximum of EUR 1,000 provided that it can be proved to the satisfaction of CLS that the loss is a direct consequence of the CIP Service performed by CLS. Except in the case of a deliberate act or gross negligence, any and all other liability of CLS howsoever arising is limited in all cases to the amount paid out in the relevant case by the insurer of CLS.

If for whatever reason no payment out is made under the policy, the liability of CLS, except in the case of a deliberate act or gross negligence, is limited to the amount invoiced to the Buyer over the 12 months preceding the time at which the liability arises. CLS also stipulates these limitations of liability in favour of its directors and group companies.

6. CLS is not liable for loss of any kind resulting from information provided by or on behalf of the Buyer and relied upon by CLS that is incomplete or incorrect.
7. Products that are to be sent to CLS for a warranty assessment should be sent postage paid and at the risk of the Buyer. The return of such products should be arranged in consultation with CLS. In this regard the Buyer should ensure there is proper packaging. These returns should also be accompanied with a completed returns form, downloadable from the website.
8. The warranty will lapse if the loss is caused by the incorrect handling or incorrect assembly/installation of a CLS product by the Buyer. 'Incorrect handling, assembly or installation' means installation and/or assembly errors and/or misuse.
9. The Buyer must prove that the goods reveal a defect within the warranty period stipulated by the relevant warranty.
10. A claim under the warranty will lapse if any third party has at any time performed any repairs or other work to the supplied goods without the written consent of CLS.
11. Once the warranty period expires, all repair and replacement costs, including administration and postage costs, shall be charged to the Buyer.
12. Following their return, incorrectly coded components could be recoded for an additional payment. This will be done free of charge if the incorrect coding is proved to be the responsibility of CLS.



Article 10 Defects, deadlines for filing complaints

1. The Buyer must inspect, or engage others to inspect, the purchased goods, on delivery or as soon as possible thereafter. In particular, the Buyer should ascertain whether the goods satisfy the terms of the contract, i.e.: (i) whether the correct goods have been delivered, (ii) or whether the goods are of the contractually agreed quantity, (iii) or whether the goods are of the contractually agreed quality or, if no such terms have been agreed, whether the goods satisfy the implied conditions concerning fitness for normal use and/or commercial purposes.
2. If visible defects are identified, these must be notified to CLS by the Buyer in writing within eight days following delivery, failing which the Buyer forfeits any right to compensation or other remedy. Hidden defects must be notified to CLS by the Buyer in writing within eight days following discovery. Even if the Buyer makes a complaint within time, it must continue to receive and pay for the goods ordered. Goods cannot be returned to CLS without its prior written consent. Any defect in the performance of services by CLS must also be reported by the Buyer within eight days after discovery of such defect.
3. If goods are returned that have not yet been paid for in full by the Buyer, the ownership rights revert in all cases to CLS.

Article 11 Suspension and termination of the contract

1. CLS is entitled to suspend performance of its obligations or terminate the contract if:
 - the Buyer fails to comply on time, in full, or at all with any obligation under a contract with CLS or under these general conditions (in particular the conditions under Article 14.6) even after been served with notice of default; and/or
 - after entering into a contract, CLS learns of facts justifying a fear that the Buyer will not meet its obligations; and/or
 - when entering into the contract, the Buyer is requested to provide a guarantee for performance of its contractual obligations and it fails to provide any, or any adequate, guarantee.
2. If as a result of any delay on the part of the Buyer CLS can no longer be expected to comply with the contract under the originally agreed terms, CLS is entitled to terminate the contract.
3. Furthermore, CLS is entitled to terminate its contract with the Buyer if circumstances arise that are of such a nature that either the performance of the contract becomes impossible or CLS cannot be reasonably expected to comply with

the original terms of the contract without revision of those terms. Such a situation arises in any event where the Buyer is involved in any criminal act or causes harm to the reputation of CLS.

4. If the contract is terminated, any claim by CLS upon the Buyer shall become immediately enforceable. If CLS suspends performance of its obligations, it retains its rights to claim under the law and under the terms of the contract. The Buyer may terminate a contract with CLS if CLS remains in breach of its obligations even after being served with notice of default. However, the Buyer may not rescind the contract.
5. If CLS suspends or terminates the contract, it is not obliged to compensate for any loss or expenses thereby incurred.
6. If the contract is terminated for a reason attributable to the Buyer, CLS is entitled to recover its loss, including costs that are directly or indirectly incurred as a result.
7. Unless agreed otherwise, CLS may terminate any continuing contracts with the Buyer at any time, subject to giving three months' notice. If a continuing contract is terminated before its end by CLS, CLS shall consult with the Buyer about work still to be performed under the contract in question, including any assignment of the work to a third party. If any assignment of the work to a third party incurs CLS in extra costs, the Buyer shall reasonably compensate CLS for these costs.
8. In the event of liquidation, an application or an order for a moratorium or the insolvency of, or the WHOA (private debt restructuring act) being applied to, the Buyer, or an attachment order upon the Buyer's property – if and insofar as the order is not lifted within three months – or any other debt rescheduling order or other circumstance by which the Buyer ceases to have control over its property, CLS is free to terminate the contract with immediate effect or to cancel the order without thereby incurring any liability to pay compensation. In such a situation, all claims by CLS against the Buyer become immediately enforceable.
9. If the Buyer cancels an order or any part of an order, it shall nevertheless be charged in full for any goods ordered or prepared, plus any transport or delivery costs and any man-hours set aside for performance of the contract.

Article 12 Extended retention of title

1. CLS retains title to all goods delivered until the Buyer has paid everything that it owes to CLS. Where relevant, the Buyer shall inform the receiver of CLS's extended retention of title.

Article 13 Price increases

1. CLS is entitled to change the prices quoted in the web catalogue at any time. An

increase in price will come into effect as soon as it is visible in the web catalogue.

Article 14 Specific terms governing the supply of CIP Services

1. For the purchase of Car Lock Systems Immo Programmer ('CIP') hardware and software, the following additional terms apply:
2. **Acceptance of customers**
CLS expressly reserves the right to refuse orders and customers. CLS will only decide whether to accept a potential Buyer once it has been registered and all requested information has been provided.
3. **Creation of a hardware and software contract for CIP Services**
Following acceptance of the potential customer by CLS, the Buyer will receive a direct debit mandate (SEPA) for payment of the amount owed under the contract for goods and future amounts owed under contracts for services.

There is no binding contract for goods and the hardware will not be supplied to the Buyer until CLS has received a direct debit mandate (SEPA) signed by the Buyer. CLS may refuse to supply CIP Services at any time if it has cause to doubt the lawfulness of the use by the Buyer or the Buyer's customer, and/or if the Buyer fails to comply with any obligation under these general conditions or any contract whatsoever with CLS.

4. **Creation and performance of a service contract (Ticket)**
A list of available services is indicated in the app per vehicle/make/model. Once a physical connection is made by the Buyer between the vehicle and Android device with the CIP interface, the app will start automatically. The Buyer activates the app with its personal pincode. The Buyer is responsible for ensuring the confidentiality of the account data and pincode. The Buyer shall select the required service via the app and accepts this (where relevant, after inputting a voucher code that gives the Buyer a reduction in the price of the service). The price is indicated per service. Once the chosen service is selected, a service is created: the Ticket.

The CIP Service Centre will then implement the selected service. Progress can be seen on the Android device. During the process the Buyer has the option of chatting with the CIP Service Centre employee. Once the Service has been correctly completed, the Buyer will receive notification on the Android device. The service will then only be charged to the Buyer if it has been correctly completed. If a service has not been completed for a reason attributable, in the opinion of CLS, to CLS, the Buyer will not be charged for this service. Whilst the service is being performed, the Buyer must ensure there



- is a stable internet connection and performance of the steps required by the CIP Service Centre (contact switched on/off, etc.). If the Buyer fails to comply, the service will be charged to the Buyer. CLS reserves the right to report successfully completed services on its website in anonymized form.
5. The Buyer shall only use the Tickets for the contractually agreed purposes. Any change to the service must be requested in writing.
 6. **Security measures**
 - i) When Tickets are requested for the programming of engine-control devices, electronic immobilizers, keys, locking equipment, and other vehicle-linked electronic components, the Buyer must verify the identity card and vehicle registration certificate of the vehicle owner /driver before the service is performed.
 - ii) When it applies for the Ticket, the Buyer confirms that (a) it will perform the service for the owner of the vehicle for which the Ticket is applied for; (b) the owner has identified himself to the Buyer; and (c) the name of the owner on the vehicle registration certificate is the same as the name on the owner's identity card.

The Buyer must satisfy itself that the electronic components to be programmed are lawfully obtained by archiving a copy of the proof of purchase by date and indicating the relevant chassis number. The Buyer must also store a record of the document numbers of its cus-

- iii) The complete filed documentation as specified under subsection ii of this section must be available at all times to CLS and its supplier. CLS is entitled to ask for a random sample of this documentation. In the event of any inaccuracy in the documentation and/or the suspicion of misuse, CLS reserves the right to block specific Tickets for such Buyer.
7. CLS may terminate its CIP Service at any time, subject to a notice period of three months. In such a case, the Buyer is not entitled to partial or full restitution of hardware or any other compensation for loss.

Article 15 Data, privacy and confidentiality

1. The Buyer shall not disclose to any third party the content of the contract or any other information that it knows, or ought to know, is of a confidential nature and that originates from CLS or direct business relations of CLS. This duty of confidentiality ends one year following completion of the last delivery to the Buyer.
2. The Buyer acquires only the user rights and authorisations specifically granted under these general conditions or otherwise, and shall not disclose, duplicate or make copies of the materials acquired by virtue of the Tickets or services, nor process or change these materials, except insofar as there is any agreement reached in this regard between CLS and

the Buyer. Reversed engineering of the software or products of CLS, in particular the software and products necessary for the CIP Services, is not permitted.

3. The parties shall use the data acquired during the ordering of Tickets by the Buyer in accordance with the applicable legislation governing privacy and personal data protection. The privacy statement of CLS applies to all data processing by CLS. On first demand by CLS, and where there are reasonable grounds, the Buyer must enter into a data processing agreement with CLS if this is required in order to comply with relevant regulations. The Buyer acknowledges and accepts that CLS will share data about the Buyer with its associated businesses.

Article 16 Intellectual property rights

1. The parties accept and respect each other's intellectual property rights. All intellectual property rights to the products and software supplied by CLS, including analyses, remain solely with CLS and/or its licensors.

Article 17 Applicable law and jurisdiction

1. Contracts between CLS and the Buyer are governed by Dutch law. Any disputes shall in the first instance be brought exclusively before the Court of Zeeland -West-Brabant, Breda location. The terms of the 1980 Vienna Sales Convention are hereby excluded.