

## ***I General***

### **1. Application and offers**

- 1.1 These general conditions (hereinafter: General Conditions) are applicable on all offers and agreements where AUTONET offers or delivers goods and/or services of whatever nature, to client, unless explicitly agreed otherwise in writing.
- 1.2 Application of possible general (purchase) conditions from client are explicitly rejected, unless AUTONET and client have agreed otherwise in writing.
- 1.3 If these General Conditions are in conflict with the (general) conditions of the client that have been declared as applicable by AUTONET and/or client on an agreement, the provisions of these General Conditions will prevail.
- 1.4 The provisions in chapter I are also applicable as well as to the provisions in the chapters II, III and IV. Insofar any provision from chapter I is in conflict or incompatible with a provision in the other chapters, what is stated in the other chapters will prevail.
- 1.5 If any provision of these General Conditions is void or should be annulled, the other provisions of these General Conditions will remain in full force.
- 1.6 AUTONET can always impose (further) requirements on communication between parties or to perform legal actions per email.
- 1.7 AUTONET reserves the right to refuse orders without giving reasons.

### **2. The offer**

- 2.1 All offers from AUTONET are without obligations, unless explicitly indicated otherwise by AUTONET in writing.
- 2.2 AUTONET has the right to withdraw the acceptance of the client within two working days after taking note of the acceptance by the client, if the client accepts a non-binding offer in a quotation or offer from AUTONET. Unless explicitly agreed otherwise, the quotations and offers from AUTONET are valid for a period of thirty days.
- 2.3 The offer will explicitly state if the offer has a limited validity period or is subject to certain conditions.
- 2.4 The offer includes a full and detailed description of the goods, software and service offered by AUTONET. The description is sufficiently detailed to enable a good assessment of the offer by the client. Apparent mistakes or errors in the offer will not bind AUTONET.
- 2.5 Client guarantees the correctness and completeness of the details provide by him or on his behalf to AUTONET, 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 parts and replaces the (non-binding) submitted quotations or mutual agreements.
- 3.2 The client accepts these General Conditions by his written order or request and declares that these are applicable on the agreements with AUTONET
- 3.3 Between AUTONET and the client applies the content of the order or request of the client as this is received by AUTONET. Input errors and other mistakes made by the client with the order or request will be for the account and risk of the client.

- 3.4 The copy of an agreement archived by AUTONET, that was electronically concluded is not accessible for the client.

#### **4. Prices and price adjustment**

- 4.1 All prices are exclusive VAT and possible other taxes that are imposed by government reasons
- 4.2 All prices are valid from place of delivery or are exclusive transport and possible other additional costs.
- 4.3 AUTONET has the right to adjust the prices mentioned on its website(s) and in adverts or other, without prior notice.
- 4.4 Insofar possible, AUTONET will inform the client about the price adjustment beforehand.
- 4.5 If the client cannot agree with a price increase by AUTONET, the client has the right to terminate the agreement with AUTONET in writing. If the client has not terminated the agreement within 30 days after the notification by AUTONET of the price increase, the client is considered to have agreed with the price and/or tariff increase.

#### **5. Payment**

- 5.1 Payment is made based on the invoices sent by AUTONET in the currency of the invoice.
- 5.2 The client will pay the owed amounts within fourteen (14) days after delivery of the invoice.
- 5.3 AUTONET has the right to request a full advance payment of the agreed price. When advance payment is stipulated the client cannot enforce any right regarding the execution of the relevant order or service(s) before the stipulated advance payment has been made.
- 5.4 All payments that are made by the client will first serve to fulfil all owed interest and costs. After that the payment will service to fulfil the eldest and outstanding payable invoices, regardless if the client mentions that the payment is related to a later invoice.
- 5.5 Not at any moment has the client got the right to settle his payment obligation towards AUTONET with a claim of the client on AUTONET, for whatever grounds, unless AUTONET has explicitly given written approval thereof.
- 5.6 Not at any moment has the client got the right to suspend his payment obligation towards AUTONET, for whatever grounds.
- 5.7 All payment terms stated by AUTONET are deadlines. The client is at default, without having to give notice, with late payment.
- 5.8 AUTONET has the right to charge the legal trade interest from the expiry date of the invoice.
- 5.9 If the client does not pay or pays too late, the client also owes AUTONET extrajudicial costs. These will be calculated based on the Recommendation II of the Report Pre-work II. Without prejudice to the other what is stated in these General Conditions, AUTONET has the right to charge the client for the actual made costs, including possible court costs and legal fees, is these exceed the amount that is calculated based on the Recommendation II of the Report Pre-work II.
- 5.10 Complaints regarding the invoicing should be submitted to AUTONET in writing within 8 (eight) calendar days after date of invoice, with a clear description of the complaint, failing to do so means that the invoice is considered to be correct.

## **6. Property retention, reservation of rights, retention and risk**

- 6.1 All matters to be delivered to client will remain the property of AUTONET till all owed amounts to AUTONET under this agreement have been fully paid to AUTONET.
- 6.2 Client does not have the right to resell the matters to third parties, or to pledge or dispose otherwise as long as these have not been paid.
- 6.3 In occurring case rights will always be granted or transferred to client under the condition that client will pay the agreed fees fully and on time.
- 6.4 In the context of the agreement AUTONET can retain received or generated matters, products, property rights, data, documents, databases and (interim) results of the service provision of AUTONET, despite an existing obligation to release these, till client has paid all amounts owed to AUTONET.
- 6.5 The risk of loss, theft or damage of matters, products, software or data that are subject of the agreement, will transfer to the client at the moment that these have been placed in the actual possession of the client or assistant of client.

## **7. Delivery terms/response times**

- 7.1 The place of delivery will be the address agreed by both parties.
- 7.2 All delivery terms and/or response times mentioned by AUTONET are determined, at best knowledge and belief, based on the details at the time the agreement was concluded. The delivery terms used by AUTONET are target dates and no deadlines.
- 7.3 AUTONET is not bound to a, whether or not, final (delivery) term or (delivery) date that cannot be achieved anymore due to circumstance beyond its control that appeared after the conclusion of the agreement. Nor is AUTONET bound to a, whether or not, final (delivery) date or delivery term if parties have agreed on the content or scope of the agreement.
- 7.4 If exceedance of the mentioned terms is unavoidable AUTONET will inform client of this as soon as possible and parties will immediately enter consultation.
- 7.5 The single exceedance of the, whether or not, final (delivery) term or (delivery) date mentioned by AUTONET or agreed between parties will not bring AUTONET in default. In all cases – therefore also in case parties have explicitly agreed a final (delivery) term or (delivery) date in writing – AUTONET will first be in default due to time exceedance after client has informed AUTONET in writing to be in default and has granted a reasonable period of at least 14 (fourteen) days for compliance. The notice of default should contain a fully and detailed description, as possible, of the shortcoming, so AUTONET is given the opportunity to respond adequately.

## **8. Cooperation client**

- 8.1 If necessary for the execution of the agreement, the client will give its cooperation, for example by providing the useful and necessary information on time, to provide equipment and/or materials and such.
- 8.2 Client is responsible for the correct application and the use of the delivered products and/or services in its organisation and for the correctness of the choice for the use of these products and services for (the achievement of) its business (objectives) as well as the security of its data.

- 8.3 If data, materials and/or cooperation that is necessary for the execution of the agreement is not provided to AUTONET, or not on time or not in accordance with the agreement, AUTONET will have the right to suspend the execution completely or partially as well as to charge extra costs to the client according to the applicable tariffs.
- 8.4 In case employees of AUTONET perform work activities on the location of the client, the client will provide, free of charge, the reasonable required facilities for these employees. The work area and facilities will comply with all applicable (legal) requirements regarding employment circumstances. The client indemnifies AUTONET from claims of third parties, including employees of AUTONET, that suffer damage in relation to the execution of the agreement as a result of the actions or negligence of the client or due to unsafe situations in its organisation. Client inform the employees of AUTONET on time about the house and safety rules applicable within its organisation.
- 8.5 If telephone communication facilities, including internet, are used with the execution of the agreement, the client is responsible for the right choice and the timely and adequately availability thereof, except for those facilities that are under the direct use and management of AUTONET. AUTONET is never liable for damages or costs due to transmission errors, malfunctions or unavailability of these facilities unless client can prove that these damages or costs are the result of intent or wilful recklessness of AUTONET or its supervisors. If telephone communication facilities are used with the execution of the agreement, AUTONET has the right to assign access or identification codes to the client. AUTONET can change assigned access or identification codes. In an occurring case the subscriber will give the necessary cooperation to this.
- 8.6 Client will treat the access codes confidentially and with care and will only reveal these to authorised members of staff. AUTONET is never liable for damages or costs that are a result of loss or abuse of the access or identification codes. The client should immediately inform AUTONET in case of loss, theft or abuse by third parties of the access code.

## **9. Involving third parties**

- 9.1 AUTONET has the right to involve third parties for the execution of the agreement.
- 9.2 In and insofar AUTONET makes available/provides software and/or equipment or serviced from third parties to the client, the conditions of these third parties will apply and overrule the provisions in these General Conditions. Client accepts the meant conditions of these third parties. AUTONET will send these provisions or make them available via its website. If and insofar the meant conditions of third parties are considered, for whatever reason, as not applicable or are declared as not applicable in the relation between the client and AUTONET, the provisions in these General Conditions apply without restrictions.

## **10. Warranty**

- 10.1 AUTONET cannot guarantee that the services, software, databases and products will function without faults, limitations or malfunctions at all times, partly due to necessary maintenance, the dependence of the services, software, databases and products of its suppliers, of internet and technologies in development. AUTONET strives to solve malfunctions and limitations as soon as possible and possible disturbance thereof by the client will be limited as much as possible.

- 10.2 On products, software and services produced by AUTONET, AUTONET will give a 30 days' warranty from the date of acceptance. In case of delivery of equipment this warranty only includes the repair of manufacturing and assembly faults for the account of AUTONET and to its best ability.
- In case of delivery of software this warranty only includes the repair of failures to ensure that the software complies with the written agreed specifications. The warranty does not include that the software or services will work without failures or disruptions. The parts that were replaced by repair work activities will become the property of AUTONET. The repair work activities are done based on CARRY IN; if for whatever reason it will be necessary for AUTONET to carry out the work activities at the client, the call-out costs will be at least charged.
- 10.3 The warranty expires if there is a question of incorrect or incompetent use, adjustment or repair work activities by others than AUTONET, or due to other causes not for the accountability of AUTONET, as well as if the failures could have been established at the moment of acceptance by means of (acceptance) test.
- 10.4 Work activities and costs for repair outside the context of this warranty (such as call-out costs) will be charged by AUTONET in accordance with the usual tariffs.

## **11. Intellectual property rights**

- 11.1 The copyright as well as all other rights of intellectual or industrial property on all software, websites, databases (including the databases that are used in Proxyparts), equipment and/or materials, analysis, designs, results of service provision, as well as database rights, which are or will be provided/supplied or made available to the client by AUTONET, are exclusively with AUTONET or its suppliers.
- 11.2 The client is not allowed to remove or adjust any marking regarding the confidential character or the relevant copyrights, brands, trade names, database rights or (other) rights of (intellectual) property from the software, websites, databases, equipment or materials.
- 11.3 AUTONET retains the right in view of the agreed limitations in the duration or the scope of the use, to take all necessary (technical) measures to protect provided user rights, software, equipment or databases that were made available. The client is never allowed to remove/have removed or to bypass/have bypassed such (technical) measures.
- 11.4 AUTONET has at all times got the right to use and have free access to knowledge, techniques, ideas and materials, parts, general principles, designs, documentation, works, programming language and such, acquired and developed for and/or applied in products or services delivered to client, also after the relevant delivery.
- 11.5 AUTONET indemnifies client against any legal claim from third parties which are based on an alleged infringement on the database, software and website created by AUTONET itself or on an existing database right respectively copyright under the condition that the client will immediately notifies AUTONET of such a legal claim and provided that the client will give full cooperation to AUTONET and will leave the processing of such issue, including the making of possible settlements, complete to AUTONET. Therefore, client will grant the necessary power of attorney to AUTONET so it can defend itself, and if necessary in name of the client, against these legal claims. Then AUTONET will take all necessary costs as well as the determined damages in the final verdict for its account.

11.6 This obligation of indemnity expires if the alleged infringement is related to (i) databases, software or materials provided by client to AUTONET to use, edit, process or incorporate, or (ii) adjustments that client has made or had made by third parties in the software, website, databases, equipment or other materials.

## **12. Force majeure**

12.1 Either party is obliged to comply with any provision if it is prevented from this as a result of force majeure. Force majeure also includes force majeure of suppliers of AUTONET, incorrect compliance of obligations of suppliers of AUTONET as well as defectiveness of matters, materials, software of third parties that are used for the execution of an agreement (such as disappearance of computer files, malfunctions in the network of the involved telephone communication company(ies), complete occupancy of the dial-in lines, overloading of the network).

12.2 If a situation of force majeure has lasted for more than 90 (ninety) days, both parties have the right to terminate this agreement in writing. All that was already executed under this agreement, will be paid accordingly, without both parties owing anything else towards each other.

## **13. Liability and indemnity**

13.1 AUTONET only accepts liability insofar it appears from this article.

13.2 The total liability of AUTONET, due to accountable shortcoming in the compliance of an agreement is limited to compensation of the direct damages for a maximum amount of the agreed price in the agreement (excl. VAT). If the agreement is mainly a duration agreement with a term of more than one year, the agreed price in the contract will be determined on the total fees (excl. VAT) agreed for one year. Not in any case will the total compensation for damages be more than €10,000.00 (ten thousand Euro).

13.3 Direct damages only include:

- a. Reasonable costs that client has made to match the performance of AUTONET to the agreement; this replacement damage will however not be compensated if the agreement has been terminated by the client or on his order;
- b. Reasonable costs that client has made to keep the old system or systems in operation longer as forced and the associated provisions because AUTONET has not delivered on a final delivery date that was binding, deducted with possible savings that are the result of the delayed delivery;
- c. Reasonable costs, made to establish the cause and the scope of the damages, insofar the establishment is related to direct damages in the sense of these conditions;
- d. Reasonable costs, made to prevent or limit damages, insofar client can prove that these costs have led to limitation of direct damages in the sense of these conditions.

13.4 Without prejudice to the provisions in article 13.2 AUTONET is only liable for damages if the client has given a detailed and motivated notification of these damages within 10 days after the damages occurred. The provisions in this article 13.4 is only applicable between AUTONET and the client if and insofar an appeal of the client on the settlement as mentioned in article 13.3 is not legally honoured.

- 13.5 If it was legally established regarding what was delivered by AUTONET that the offer or use of it was in breach with intellectual property rights of a third party, AUTONET is only obliged, such at the discretion of AUTONET, to commit itself to ensure that:
- a. By providing an adjusted matter or software so the client will experience as little disturbance as possible in its (operational) use; or
  - b. By paying back the received fees for the delivered, with deduction of a reasonable consumer fee, in and insofar applicable after returning of the matter or the software, or the discontinuation of the use of the software and the deleting thereof.
- In this context AUTONET is not obliged to any damage compensation.
- 13.6 The liability of AUTONET for damage due to death or physical injury or due to material damages to matters will never be more than (1,250,000).
- 13.7 Liability of AUTONET for indirect damages, consequential damages, loss of profit, missed savings, reduced goodwill, damage through business interruptions, damages as a result of liabilities of buyers of client, deformation or loss of data, damages related with the use of matters, materials or software from third parties prescribed by the client to AUTONET, damages related to the involvement of suppliers prescribed by the client to AUTONET and all other types of damages than mentioned in article 13.3 and 13.5, on whatever grounds, is excluded.
- 13.8 The liability of AUTONET due to accountable shortcoming in the compliance of an agreement only arises in all cases if client has given immediate and appropriate notice of default in writing, where a reasonable period has been stated to solve the shortcoming and AUTONET remains to be in accountable default to comply with its obligations after this period. The notice of default should contain a complete and detailed description of the shortcoming, as possible, so AUTONET is able to respond adequately.
- 13.9 Condition for any right on damage compensation is that the client always informs AUTONET in writing of the damage as soon as possible after it occurred. Each claim for damage compensation against AUTONET will expire after a period of 24 months after the occurrence of the claim.
- 13.10 Client indemnifies AUTONET for all damages as a result of claims of third parties, related to product, software, data and/or services delivered by AUTONET, including: claims from third parties as a result of damages arising from actions or negligence of client at the time of the execution of the agreement or other causes for which client cannot be accountable.

#### **14. Confidentiality & Privacy**

- 14.1 AUTONET and client are obliged to keep confidentiality and therefore will take all necessary precautions regarding all confidential business information, including software, databases and documentation provided or made available by AUTONET. Confidential is that information that explicitly is marked as such as well as all information which confidential character can reasonably be noticed.
- 14.2 The client is obliged to keep the software and databases confidential, not to disclose this to third parties or provide to be used and will only be used for the objective for which it was made available.
- 14.3 AUTONET complies to the legal obligations regarding de processing of personal details. AUTONET will ensure for appropriate technical and organisational measures to secure the (personal) details against loss or any kind of illegal processing.

- 14.4 Client guarantees that all legal instructions regarding the collection and processing of personal details, including the instructions that are stated in the Law Protection Personal Details, will be strictly observed and that all prescribed notifications have been done and all required approvals for processing of personal details have been obtained. Client will provide AUTONET immediately with all requested information.
- 14.5 Client indemnifies AUTONET for all claims of third parties towards AUTONET regarding a breach of the Law Protection Personal Details and/or other legislation regarding the processing of personal details from which AUTONET cannot be accountable.
- 14.6 Client indemnifies AUTONET for all claims from third parties, including government institutions, towards AUTONET as a result of breach of legislation regarding the legal retention period.

## **15. Duration and Termination**

- 15.1 If an agreement is related to a period or regular service provision (such as a subscription, maintenance or back up services) the agreement is concluded by both parties for an agreed period, if this is not the case, a period of one year will apply. The duration of the agreement will be implicitly renewed for the same period as the original one, unless the client or AUTONET terminates the agreement in writing while taking into account a notice period of sixty (60) days before the end of the relevant period. Notice will be done by registered letter to the counterparty.
- 15.2 AUTONET has the right to immediately terminate the agreement by written notification, without prior notice of default, if:
- The client, despite being in default, accountable fails to comply with his obligation;
  - The client has used what was provided or made available by AUTONET in breach with applicable user rights or user restrictions and/or has breached any intellectual property related to what was provided or made available;
  - The client is in receivership or has applied for receivership;
  - The client is declared bankrupt;
  - A request for debt repayment has been submitted for the client;
  - The client is gone into administration;
  - Goods of the client are seized regarding substantial debts and this seizure is maintained for more than two months;
  - The client discontinues or otherwise liquidates his business operations completely or partially.
- 15.3 AUTONET has the right to immediately terminate an agreement in writing, if:
- It discontinues the issue or any provided software;
  - The management rights in the company of the client are transferred to a third party, completely or partially;
- 15.4 In case of termination of the agreement all owed payment by the client to AUTONET have to be paid immediately.
- 15.5 If client at the moment of the termination has already received performances for the execution of the agreement, these performances and the associated payment obligation cannot be undone, unless client proves that AUTONET is in default regarding these performances. Amounts that were invoiced by AUTONET before the termination and that are related to what it has performed or delivered correctly for the execution of the agreement,



will, without prejudice, still be owed, taking into account the provision in the last sentence and will have to be paid immediately at the time of termination.

- 15.6 AUTONET is never obliged to any damage compensation or payment towards the client due to the termination of the agreement based on article 15.2, without prejudice to the right of AUTONET for full damage compensation by the client as a result of breach of its obligations as meant before and without prejudice to other rights AUTONET might be entitled to.

## **16. Transfer of rights and obligations**

- 16.1 The client is not allowed, without prior written approval of AUTONET, to transfer any rights or obligations arising from the agreement to third parties.
- 16.2 AUTONET retains the right to transfer rights and obligations from an agreement to a third party, completely or partially, without prior written approval of the client. The client is obliged, at first request of AUTONET, to give the necessary cooperation for the transfer.

## **17. Other provisions**

- 17.1 If one or more provisions in an agreement between AUTONET and the client and/or these General Conditions are void or should be annulled, the validity of the agreement, the General Conditions or other provisions will remain in force.
- 17.2 All costs that AUTONET has to make to retain or execution of rights towards the client under the agreement and/or General Conditions, both in and out of court, will be for the account of the client.
- 17.3 Adjustments of additions of an agreement can only be agreed in writing between both parties.

## **18. Applicable law and disputes**

- 18.1 All offers from and agreements with AUTONET are exclusively subject to Dutch law. The application of the Vienna Sales Convention is excluded.
- 18.2 Disputes which may arise between AUTONET and client as a result of a concluded agreement between AUTONET and client, or as a result of further agreements arising from this, will be settled by way of arbitration according the Arbitration regulation of the Stichting Geschillenoplossing Automatisering ([www.sgoa.com](http://www.sgoa.com)) (Foundation Dispute Settlement Automation), with registered office in Rijswijk, all without prejudice to the right of both parties to request summary arbitral proceedings and without prejudice to the right of both parties to take precautionary legal measures.

## ***II CONDITONS INTERNET SERVICES***

The provisions mentioned in this chapter are, apart from the General Conditions, applicable if AUTONET and client have concluded an agreement (subscription) for use and access to Proxyparts and/or have concluded an agreement for other services available via internet, such as online backup services.

## **19. Proxyparts**

- 19.1 A subscription will start on the access date (date when subscriber is/will be connected to the server of AUTONET) and is valid for the period of one year.
- 19.2 AUTONET has the right to refuse subscribers, without giving reasons. If the maximum number of subscribers, to be determined by AUTONET, is reached, AUTONET has the right to place new applications on a waiting list.
- 19.3 A subscription gives subscriber access to information provided by AUTONET, or the provision of information. Subscriber is not allowed, in any way, to give access to this information to third parties.

## **20. Back up services**

- 20.1 AUTONET will perform the backup services with care according to the written stipulated procedures and agreements with client. AUTONET is obliged to regular control and appropriate maintenance of the systems used for the backup services and will ensure for sufficient capacity so no disturbances will take place with normal use due to overloading.
- 20.2 All data that is to be processed in the back up will be prepared and delivered by client in accordance with the conditions to be stated by AUTONET. Client will take the data to be processed in the back up to the place where AUTONET performs the backup service and client will also take the results of the processing from here. Transport and transmission, in any way, will be done for the account and risk of the client, also if this is performed or arranged by AUTONET.
- 20.3 Client guarantees that all data provided by him to AUTONET for the performance of the backup services, is always correct and complete and that all information carriers provided to AUTONET comply with the specifications of AUTONET.
- 20.4 Client is at all times obliged to retain its own recent copy of all data provided to AUTONET.
- 20.5 All equipment, software and other matters used by AUTONET with the backup service remain the property respectively subject of intellectual and industrial property of AUTONET, also if client pays a fee for the development or purchase thereof by AUTONET.
- 20.6 AUTONET is not responsible to check the correctness and completeness of the results of the backup service. Client will check the results himself after receipt. AUTONET does not guarantee that the backup service is provided without errors or disruptions. If failures in the results of the backup service are a direct result of products, software, information carriers, procedures or operations for which AUTONET is explicitly responsible under this agreement, AUTONET will repeat the backup service in order, to its best ability, to repair these failures, provided the client has informed AUTONET in writing and given details of these failures as soon as possible but no later than one week after receipt of the results of the backup service. Only if AUTONET is accountable for the failures in the back up service, this repeat will be carried out for free. In all other cases AUTONET will charge the costs for a possible repeat to the client, in accordance with its usual tariffs. If repair of the failures for which AUTONET is accountable, is technically or reasonably not possible, AUTONET will credit the owed amounts by client for the relevant back up service, without being further or otherwise liable towards client. Client is not entitled to any other rights as a result of failures in the back up service than the ones that are described in this warranty regulation.

## **21. Conditions use internet services**

- 21.1 The client will observe the commonly accepted code of conduct regulations on the internet as recorded in RFC1855 (Netiquette).
- 21.2 Client is obliged to observe all obligations, instructions and limitations, made known by AUTONET, regarding the use of the internet services of AUTONET, as stated in these General Conditions and the agreement, and as will be published by AUTONET from time to time on its website via written notice or otherwise.
- 21.3 The services and the files and data provided or made available in the context of this agreements will not in any way be used/have used by client for illegal actions, to commit criminal acts and/or actions that can burden or disturb the services, the data and files of the internet traffic, including: (a) breach of intellectual property rights; (b) theft of data, (c) illegal and/or criminal distribution of secret or confidential information; (d) illegal and/or criminal distributions of content and/or image and sound material, including racist expressions, child pornography, criminal data traffic, insulting expressions, spamming; (e) to access computers or networks without permission; (f) destroying, damaging or disabling systems or automated work and software of others; (g) to break technical securities; (h) to distribute viruses or the otherwise intentional disturbance of communication or data storage; (i) to gain access by using a false key, false code or false capacity; (j) to start or to continue processes from which it can reasonably be expected that this will hinder the other users of the internet or has a negative effect on the execution of the subscription.
- 21.4 AUTONET has the right to immediately disconnect the client, to block the connection, to terminate the agreement or to take other (technical) measures recommend if AUTONET suspects based on the available information that the client is using the connection in breach with one of the provisions in this article. In this case the client will not receive any restitution of a prepaid fee. The client is not entitled to damage compensation. AUTONET retains the right to recover any possible damages that was suffered by this from the client.
- 21.5 AUTONET will take all reasonable precautions regarding the information it provides to the subscribers of Proxyparts or other internet services of AUTONET. AUTONET will not take any responsibility for loss arising from inaccuracy of this information, regardless the fact if the inaccuracy was caused by the supply through interested parties or by AUTONET or by other subscribers; its messages; its employees or agents, or by incorrect functioning of AUTONET computers and/or equipment.
- 21.6 Unless agreed otherwise, the client himself will arrange for electricity, connections, hardware, software, devices and other provisions that are required for the access to the internet. These facilities are not included in the responsibility of AUTONET and AUTONET rejects any liable thereof.
- 21.7 The client commits itself towards AUTONET to comply with the instructions related to the registration, the use of internet network numbers and domain names that are stated by the responsible agencies and indemnifies AUTONET for any claim of third parties thereof.
- 21.8 AUTONET will strive to secure the connection or the access to data of client that is stored. AUTONET will not give any guarantees for the implemented security. AUTONET excludes any liability for damage, that might occur despite its implemented precautions regarding the security of data.
- 21.9 AUTONET is not liable for any possible costs made or to be made as a result of adjustments in the welcome image, the call-in numbers of AUTONET, the AUTONET index or the access code.

- 21.10 AUTONET is not liable for damage that occurs by the leaking of confidential details, the use of credit card acceptance mechanism or electronic payment, damage by maintenance work activities or damage arising from liabilities of third parties towards client.
- 21.11 The access to the internet services is offered on a network connection on the location that has been agreed with the client.
- 21.12 AUTONET has the right to implement procedural and technical adjustments and/or improvements on the connection and/or access code, if this is required for the functioning of the connection. AUTONET will inform the client of this in time, if this can have a negative effect for the client on the availability of the internet and/or networks connected to this.
- 21.13 AUTONET has the right to technically set up the content of its service(s) as AUTONET decides at any time. AUTONET has the right, in the context, to implement procedural and technical adjustments and/or improvements regarding the services.

### **III CONDITIONS USE AND MAINTENANCE SOFTWARE AND DATABASE**

Apart from the General Provisions, the conditions in this chapter are applicable on the software and databases provide and made available by AUTONET. In this context software also includes websites.

#### **22. User right software and databases**

- 22.1 Without prejudice to the provision in article 11 AUTONET grants client the non-exclusive and non-transferrable right to use a database of Proxyparts and/or the right to use the software as is stated in the agreement. User right of the software is in object code. Client will always strictly observe the user limitations that were agreed between both parties.
- 22.2 Without prejudice to the other provisions in these General Conditions, the user right of the client only contains the right to load the software and to run it and regarding the database, to request online data from it. Any other further right of client to multiply the software, websites, databases or other materials is excluded.
- 22.3 The software and the recommended or requested data can only be used by client in his own company or organisation. The software only on one processing unit and/or for a certain number of users or connections for which user right has been granted. With possible disturbance of the meant processing unit the software can be used on another processing unit for the duration of the disturbance. The user right can be related to several processing units insofar this explicitly appears from the agreement.
- 22.4 The client is not allowed to sell, rent, sub-licence, dispose the data(base) and software and carriers on which this is recorded, or to grant limited rights on this or in any way or for any purpose make available for a third party, to give (remote) access to a third party to the database or software or to host the software with a third party, not even if the relevant third party is only using the software for the benefit of the client. Client will not adjust the software other than in the context of the repairs of faults. Client will not use the software in the context of processing data for the benefit of third parties ('time-sharing').
- 22.5 Immediately after termination of the user right of the software and the database the client will destroy all copies of the software and database in his possession, client will immediately inform AUTONET in writing of this destroying. The user right obtained by the client on software and of the database is limited to own use and to copy this is only allowed with the eye on security against loss.

**23. Maintenance software**

- 23.1 If a maintenance agreement was concluded for the software, the client will report identified faults in the software to AUTONET in accordance with the usual procedures of AUTONET. After receipt of the notification AUTONET will strive to its best ability to repair the faults and/or make improvements in the later versions of the software. The results will, depending on the urgency, be made available to the client in a way and within a period to be determined by AUTONET. AUTONET has the right to implement temporary solutions of program bypasses or problem avoiding restrictions in the software. If no agreements were made for this, the client himself will install, set up, parameterise and tune the corrective software or available new versions and if necessary adjust the used equipment and use environment. Unless explicitly agreed otherwise, AUTONET is not obliged to perform data conversion.
- 23.2 AUTONET can charge to costs of repair in according with its usual tariffs if there is talk of user errors or incompetent use or other causes for which AUTONET cannot be accountable or if the software has been changed by others than AUTONET. Repair of deformed or loss data is not included in the maintenance.
- 23.3 If a maintenance agreement was concluded AUTONET will provide the client with better versions of the software once they become available. Three months after an improved version was made available AUTONET is no longer obliged to repair possible faults in the old versions and to grant support in relation to the old version. For the provision of a version with new possibilities and functions AUTONET can request from client that he will enter a new agreement with AUTONET and that he will pay a new fee for the provision.
- 23.4 AUTONET is not responsible for the system and/or network management of the client that works with products of AUTONET, unless this has been explicitly agreed otherwise in writing.

**IV CONDITIONS SALE EQUIPMENT**

Apart from the General Provisions, the conditions in the chapter are applicable on the equipment provided by AUTONET.

**24. Transport damage and loss**

- 24.1 The risk of damage and/or loss and/or deformation of the equipment to be provided is with AUTONET till the moment of delivery to the client, unless explicitly agreed otherwise.
- 24.2 In case equipment is transported for the account and risk of the client, the client will ensure for appropriate packaging.
- 24.3 Client will insure the products for transport damage, theft and other external calamity for the duration that these are in its actual possession.
- 24.4 With clear visible damage to the products in case of transport that is for the account and risk of AUTONET, the client will immediately inform AUTONET of this after delivery, on the penalty of losing any right on compensation.