



Terms and Conditions Fixico & Consumers

These are the applicable general terms and conditions (“Terms and Conditions”) for the Agreement between the User and Fixico for the use of Fixico’s Platform (“Agreement”). User and Fixico are jointly referred to as “Parties” and individually as a “Party”.

Please read these Terms and Conditions carefully before reporting any Damage and accepting any Offer to repair that Damage through our Platform. By using the Platform (via the app and/or website) you confirm that you have read these Terms and Conditions and that you explicitly agree with these Terms and Conditions.

Definitions and meaning

Offer:	an offer by the BRS including the agreed terms and conditions between the BRS and the User, placed on the Platform as a response to the Damage Report by a User.
Content:	all sorts of content displayed on the Platform including but not limited to the information about the Body Repair Shops, the Damage Report, the Offers, the reviews and the messages between the User and the Body Repair Shop.
Services:	services performed by Fixico as specified in the Agreement.
Fixico:	Fixico B.V. with its registered office at Weteringschans 85E (1017 RZ) in Amsterdam and registered with the Chamber of Commerce under number 58322752.
User:	the consumer that places a Damage Report on the Platform.
Intellectual Property Rights:	all intellectual property rights and/or similar rights including without limitation patents, utility models, copyrights (including software rights), knowhow, database rights, design rights, trademarks, service marks and semiconductor topography rights, and all registrations or applications to register any of the beforementioned items.
Platform:	the online platform developed by Fixico and the various web applications for all types of users of the platform and all related Services from Fixico.
Damage:	any kind of damage to the interior and / or exterior of a vehicle.



Body Repair Shop or 'BRS':	a business that repairs certain damage to vehicles, and is part of the network onboarded by Fixico and with whom the User enters into a Damage Repair Order to repair Damage to the Users' vehicle, as uploaded on the Platform and in accordance with the Offer.
Damage Repair Order:	the agreement between the User and BRS for the reparation of the reported Damage that is concluded between these parties at the moment that the User accepts the Offer from the BRS via the Platform.
Damage Report:	the notification of a User containing the name, e-mail, phone number of the User, date and photos of the Damage, together with information about the brand, type and the year of manufacturing of the car as well as the wishes for the available services.
Confidential Information:	any technical, commercial, financial or strategic information, data or document submitted, orally, in writing or by any other medium, to the receiving Party by the disclosing Party, whether directly or indirectly, including, without limitation, name of customers or partners (prospects or existing), business relationships, business strategies, business plans or reports, market analysis, marketing plans, business forecasts, trade secrets and techniques, data, databases, specifications, knowhow, software, computer programs and any other document, material or information related to the Agreement.

1. Applicability

- 1.1. These Terms and Conditions and the [Privacy policy & Cookie policy](#) apply to every Agreement between Fixico and the User, as well as to any additional, ensuing and / or subsequent agreement between Fixico and the User.
- 1.2. Changes to these Terms and Conditions may only be agreed between the Parties in writing.
- 1.3. The application of any other (general) terms and conditions is explicitly rejected.
- 1.4. If the User does not agree with any of the provisions of these Terms and Conditions or the privacy policy & cookie policy, the User can no longer use the Platform.



- 1.5. If any of the provisions of these Terms and Conditions is null and void (*nietig*) or is declared null and void (*vernietigd*), this shall be without prejudice to the legal effect of the other provisions. Fixico and the User will then consult to agree on new provisions to replace those provisions, taking into account the purpose and scope of the original provisions as much as possible.

2. Agreement User and Fixico

- 1.1. The Agreement is concluded by placing and/or submitting a Damage Report on the Platform by the User.
- 1.2. The Agreement between the User and Fixico is concluded for an indefinite period of time. The User can terminate the Agreement by deleting his account from the Platform. Even if the Agreement is terminated, the Agreement (including these Terms and Conditions) will remain valid for all the Damage Repair Order(s) that have not been finished yet.
- 1.3. The User who has concluded the Agreement with Fixico at a distance, can terminate the Agreement within 14 days without giving any reason. This reflection period of 14 days starts on the day after concluding the Agreement (which is when the Damage Report is placed/submitted). The User does not have the right to terminate the Agreement if the Agreement has been fully completed within these 14 days.
- 1.4. Verbal agreements are not binding for Fixico unless they are confirmed in writing or if Fixico has started to carry out the agreement.
- 1.5. The User will treat all Content and Confidential Information that Fixico has made available in the context of its Services and the Agreement as confidential. In the event that the User passes any of this on to a third party, Fixico can compensate all damages that will arise for Fixico as a result of this breach.
- 1.6. The User will provide all information and documents necessary for the correct performance of Fixico's services in time. The User will notify Fixico as soon as possible if one or more details of the User (such as name and/or address details) have changed or will change.
- 1.7. The User guarantees that the shared information on the Platform is correct and complete, including the correctness of the Damage Report and reviews.
- 1.8. Insofar as this is useful and necessary for the fulfilment of its Services, Fixico is entitled to share this information, data and documents with third parties, including Body Repair Shops.
- 1.9. Without Fixico's prior written consent, the User is not permitted to assign, pledge, or transfer the ownership of any claim of the User on Fixico to a third party.



1.10. User refrains from all activities that may interfere with Fixico's services and/or that may hinder Fixico's performance of its services.

3. Fixico's service

2.1. The use of the Platform is free of charge.

2.2. Fixico solely provides services in guiding the bidding process via the Platform.

2.3. Fixico is not a contracting party of a Damage Repair Order. From the moment the Offer is accepted, Fixico acts exclusively as an intermediary between the BRS and the User. Under no circumstances is Fixico responsible or liable for any consequences resulting from a Damage Repair Order, including but not limited to the correct execution thereof. This does not affect that Fixico is entitled to assist in finding a solution for the BRS and the User regarding their Damage Repair Order, or to exercise Fixico's other rights in accordance with the concluded agreements with the respective parties (the User and the BRS).

2.4. At any time, Fixico is entitled to adjust, supplement, remove and / or suspend the availability of the Content of the Platform, including the form and functionality, and / or to suspend the availability of its Platform in whole or in part.

2.5. Fixico is entitled to (temporarily) deny access of the User to the Platform, for example if the User breaches or threatens to breach the Agreement.

2.6. Fixico is free to engage any subcontractors as it deems necessary for the proper execution of its services.

2.7. Fixico will make every reasonable effort to the best of its ability and knowledge to perform its services carefully, to have the Platform work properly and to secure the data of Users, BRS and third parties. Fixico shall do this to the best of its ability (*inspanningsverplichting*) and this is not a commitment to achieve a specific result towards the User. Fixico is never responsible or liable for any form of damage resulting from the availability of the Platform, errors, omissions, or imperfections in the data of the Platform, malfunctions, viruses, defects and / or other types of cyberattacks or forms of computer crime, loss of data or unauthorized access to data of the User, acts or omissions of Fixico, or of its staff or its engaged third parties. Fixico is also not liable for loss of data or unauthorized access that arises during a transmission of data through a public network or when using a network and/ or system of a third party.

2.8. Any delivery dates and / or terms stated in the Agreement shall always apply as target dates and shall be indicative and are no fatal terms (*fatale termijnen*). In all events Fixico shall only be in default (*verzuim*) after the User has sent Fixico a written, proper and detailed notice of default (*ingebrekestelling*) and the reasonable term, that the User has granted to Fixico to remedy a breach, has passed.

- 2.9. Fixico performs its duties as may be expected of a company in its industry, but Fixico does not accept any form of liability for any damage. The exclusion of liability for damages does not apply if such damage or loss was caused by Fixico's deliberate intent (*opzet*) or willful recklessness (*bewuste roekeloosheid*).
- 2.10. The User shall indemnify and keep Fixico harmless against any costs incurred from any and all claims from third parties, including but not limited to the BRS, related to the services performed by Fixico for the User. If Fixico is addressed by a third party, the User shall assist Fixico both judicially and extrajudicially and will, at Fixico's first request, take over the defence of any procedure in connection with such claims. Fixico will immediately notify the User of such an action and provide the User with the necessary powers of attorney and assistance. The User indemnifies Fixico against all damage and costs that may be ordered in such a procedure, as well as against the costs of the procedure itself, including, but not limited to, the costs related to obtaining relevant legal advice. If the User fails to take adequate measures, Fixico is entitled to do so itself without sending a prior notice of default. All caused costs and damages of Fixico or other third parties as a result thereof are fully for the account and risk of the User.
- 2.11. The User shall inform and shall keep Fixico informed in the event of a conflict, disagreement or miscommunication between the User and the BRS regarding the execution of the Damage Repair Order. Although Fixico is not obliged to do so, it can - if desired - mediate in disputes that have arisen between the User and BRS.
- 2.12. Users and BRS cannot in any way derive any rights from the information provided by Fixico, or the consequences of any agreements between the User and the BRS arising from that information.

4. Damage Report User and Offer BRS

- 3.1. Fixico make it possible for Users to submit a Damage Report via the Platform.
- 3.2. As a response, Body Repair Shops can submit an Offer to repair the Damage or to have it repaired. Users receive these Offers via the Platform and can accept an Offer, which results in a Damage Repair Order.
- 3.3. The BRS uses a fixed price in its Offer for all the visible Damage submitted in the Damage Report ("fixed-price principle"). As soon as the User accepts the Offer, the BRS can no longer deviate its Offer, unless the BRS and the User explicitly agree otherwise.
- 3.4. The BRS cannot be held to a made Offer, if the User could reasonably have understood upon acceptance that the Offer contained an obvious mistake or error.
- 3.5. An Offer made outside of the Platform by the BRS may differ in price from a previously made offer for the User regarding the same Damage.

- 3.6. If a User receives an Offer for which he has previously received an offer from the same BRS outside the Platform, in which case the User has also received a payment or agreement from his or her insurer, the BRS is not obliged to carry out the repair work at a price which is lower than the price of his or which the insurer proceeded to pay out. The BRS also has the right to declare the Offer placed via the Platform invalid.

5. Damage Repair Order between User and BRS

- 4.1. The Damage Repair Order is concluded by acceptance of the Offer by the User.
- 4.2. Fixico facilitates that the User makes an appointment with the BRS and that an exchange of the data of both parties takes place. Fixico also facilitates the communication between the BRS and the User during the term of the Damage Repair Order.
- 4.3. If the User cancels the appointment within 48 hours before the appointment, the BRS has the right to charge the User EUR 100.00 including VAT.
- 4.4. The User will make itself familiar with the applicable general terms and conditions of the BRS.
- 4.5. Fixico never acts as a debtor and never bears the default risk of the Damage Repair Order.
- 4.6. Unless the Damage Repair Order is concluded for the repair of the interior or rim of a vehicle of the User, the BRS will act in accordance with the conditions of the leading national sector organizations, such as EUROGARANT, FOCWA, KFZ, BOVAG Schadeherstel or similar sector organizations.
- 4.7. The repair work resulting from the Damage Repair Order will take place in the workshop of the BRS, unless the User and BRS agree otherwise. The communication takes place via Fixico.
- 4.8. The BRS will keep the User informed of the repair work and the methods the BRS uses to do so. The User will be notified by the BRS regarding the delivery time of the repaired vehicle as soon as possible.

6. Warranty

- 5.1. The BRS issues a minimum warranty period of four (4) years on all repair work carried out in accordance with the Damage Repair Order.
- 5.2. The BRS will make every effort to repair the defect as soon as possible in accordance with what has been agreed if: (i) the repair work by the BRS has not been carried out in accordance with the Damage Repair Order, (ii) the defect has arisen due to negligence or otherwise by the BRS, and (iii) the User has reported this defect within the warranty



period of four (4) years in writing including its reasons and supported by evidence. The costs of this warranty repair are at the expense of the BRS.

- 5.3. If the BRS is unable to carry out the aforementioned repair work (in whole or partly), the User may engage a different BRS available on the Platform at the expense of the BRS that is not able to carry out the aforementioned repair work.

7. Intellectual Property Rights

- 6.1. Intellectual Property Rights and/or similar rights in the software and source codes vested in Fixico and the Content of the Platform, as well as the Platform itself, and any changes made to it periodically belong to Fixico.
- 6.2. Without Fixico's written consent, the Platform and the information contained therein may not be made public, reproduced, reused, modified, reverse engineered, decompressed, stored in any automated file or exploited in any way, other than for the purposes for which the Platform is apparently intended, unless and insofar as this is permitted by mandatory law. So-called "spidering" of the content of the Platform is not permitted in any way.
- 6.3. Placing links to the Platform requires prior written permission from Fixico. Fixico grants prior permission for links where the link and the pages activated by the link: a) do not form frames around any web page of Fixico or make changes in the visual presentation or appearance of any part of Fixico's web pages; b) cannot misrepresent the relationship of the provider of the link with Fixico; c) do not give the impression that Fixico recommends or otherwise confirms the referrer of the link ("the referrer"), the website or products or services from the referrer; d) cannot give an incorrect or misleading impression with regard to Fixico and the services it offers, and in no way damage the reputation and / or any trademarks of Fixico.

8. Force Majeure

- 7.1. In the event of force majeure (*overmacht*) affecting Fixico or the User, the obligations pursuant to the Agreement shall be suspended for as long as the situation of force majeure lasts. Any non-conformance by subcontractors of Fixico shall also be considered as force majeure. However, the suspension shall not apply to the obligations that the force majeure does not concern and/or the obligations that already occurred before the situation of force majeure came into being.
- 7.2. If the situation of force majeure has lasted for more than sixty (60) days, the Parties will be entitled to terminate the Agreement by means of a registered letter, unless it is foreseeable that the situation of force majeure will be resolved within a reasonable period of time. Anything that already has been performed as a result of the Agreement shall then be settled pro rata, without the Parties owing each other anything else.

9. Termination or suspension Agreement

- 8.1. If the User fails or repeatedly fails to comply with one or more provisions of the Agreement, or Fixico has good grounds to assume that the User does not comply or will not comply with the Agreement, or if there are compelling circumstances for Fixico that it in all reasonableness cannot or does not wish to maintain the Agreement with the User, Fixico has the right to, without prior notification and with immediate effect without becoming liable for any damages or other compensation: (i) to suspend the Agreement, or (ii) to terminate the Agreement, or (iii) to (partially or in whole) suspend the access to the Platform. Fixico hereby reserves its right to compensation.
- 8.2. Under no circumstances is Fixico obliged to compensate any damage that may arise from the suspension or termination of the Agreement.
- 8.3. In the case of dissolution, the dissolution will only affect the obligations arising after the dissolution date and therefore the dissolution will not have retroactive effect.
- 8.4. Termination or dissolution (*ontbinding*) of the Agreement, for any reason, does not affect the validity of the provisions that by their nature are deemed to remain in full effect after the termination or dissolution of the Agreement.

10. Complaints

- 9.1. A complaint regarding Fixico's service can be reported to Fixico's customer service.
- 9.2. Complaints submitted to Fixico will be processed within 14 days from the date of receipt. If a complaint requires a foreseeable longer time to process, Fixico will reply within 14 days with a confirmation of receipt and an indication when the User can expect a more detailed answer.

11. Location and changes to Terms and Conditions

- 10.1. These Terms and Conditions are published on our website.
- 10.2. These Terms and Conditions may change from time to time at Fixico's discretion. Additions or changes to these Terms and Conditions will only become binding after written confirmation by us.

12. Applicable law and competent court

- 11.1. All legal relationships to which Fixico is a party are exclusively governed by Dutch law, even if an obligation is fully or partially implemented abroad or if the party involved in the legal relationship is domiciled abroad. This choice of applicable law is without prejudice to the protection you have under the law of the country of your residence. Disputes arising from this Agreement will be settled under Dutch law. The applicability of the Vienna Sales Convention (*Weens Koopverdrag*) is excluded.



11.2. The judge in the place of business of Fixico has exclusive jurisdiction, unless the law prescribes otherwise. Nevertheless, Fixico has the right to submit the dispute to the competent court according to the law.

11.3. Fixico and the User will only appeal to the courts after they have made every reasonable effort to settle a dispute in mutual consultation.

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