



## Terms and Conditions Fixico B.V. & Client with no Drivers involved

These are the applicable general terms and conditions (“Terms and Conditions”) for the agreement between the Client and Fixico (“Agreement”). These Terms and Conditions do not apply to consumers or to clients of Fixico with Drivers involved. For consumers using the services of Fixico, the terms and conditions for consumers available at [www.fixico.nl](http://www.fixico.nl), [www.fixico.be/nl](http://www.fixico.be/nl), [www.fixico.be/fr](http://www.fixico.be/fr) or [www.fixico.de](http://www.fixico.de) shall apply.

By using the Solutions, the Client confirms that it agrees with these Terms and Conditions. You hereby confirm that you have carefully studied these Terms and Conditions before entering into the Agreement with Fixico.

### Definitions and meaning

Annex:	an annex to these Terms and Conditions.
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 Client enters into an agreement (Damage Repair Order) to repair Damage to a vehicle, as uploaded through the Solution and in accordance with the Offer. In the event clause 3.3 of these Terms and Conditions, the Damage Repair Order is concluded between Fixico and the Client.
Claim Handlers:	claim handlers on behalf of the Client that monitor the end-to-end process of the repairs of their submitted Damage Reports through the Partner Dashboard and conclude the Damage Repair Order between the Client and the BRS (or Fixico in the event clause 3.3 of these Terms and Conditions) to effectuate the repairs to vehicles (by selecting the best repair Offer for each Damage Report).
Client:	Fixico’s client acting in a commercial or professional capacity, to whose Claim Handlers the Solution is made available and who receives the Services as specified in the Agreement.
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.
Content:	all sorts of content displayed on the Solutions including but not limited to the information about the Body Repair Shops, the Damage Report, the Offers, the reviews and the messages between the Client (or on behalf of the Client) and the Body Repair Shop.
Damage:	any kind of damage to the interior and / or exterior of a vehicle.
Damage Repair Order:	<p>the agreement between the Client and BRS for the reparation of the reported Damage that is concluded between these parties at the moment that a Claim Handler accepts the Offer from the BRS.</p> <p><b>Please note:</b> in the event clause 3.3 of these Terms and Conditions applies, this agreement to repair the reported Damage is concluded between Fixico and the BRS instead of between the Client and the BRS. In such case, the clauses in these Terms and Conditions that apply in this context to the BRS will apply to Fixico as the contracting party of the Client.</p>
Damage Report:	the notification of the Claim Handler via the Partner Dashboard containing the name, e-mail, phone number of the Client or contact person on behalf of the Client (e.g. a Claim Handler), 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.
Disclosing Party:	the Party which disclosed Confidential Information to the Receiving Party.
Driver:	a driver of a vehicle of the client of Fixico with whom Fixico has a different type of agreement including other terms and conditions than these Terms and Conditions.
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.
Solutions:	The online platform developed by Fixico and the various web applications for users of the platform, such as but not limited to the Partner Dashboard and all related Services from Fixico.
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.
Offer:	an offer by the BRS including the agreed terms and conditions between the BRS and the Client, placed on the Partner Dashboard as a response to the Damage Report by a Claim Handler.
Partner Dashboard:	a dashboard made available by Fixico for Claim Handlers to handle Damage Reports from start to finish on behalf of the Client.
Receiving Party:	the Party which receives Confidential Information from the Disclosing Party.
Services:	all services performed by Fixico regarding the Solutions of Fixico.

## 1. Applicability

- 1.1. These Terms and Conditions and the [Privacy policy & Cookie policy](#) apply to every Agreement between Fixico and the Client, as well as to any additional, ensuing and / or subsequent agreement between Fixico and the Client.
- 1.2. If the Client does not agree with any of the provisions of these Terms and Conditions or the privacy and cookie policy, the Client can no longer use the Services of Fixico.
- 1.3. The Agreement is concluded when both Parties have signed the Agreement. The term of the Agreement is specified in the Agreement.
- 1.4. The application of any other (general) terms and conditions is explicitly rejected.

## 2. Repair process

- 2.1. In the event that the Client has Damage to his vehicle, a Claim Handler can place a Damage Report via the Partner Dashboard.
- 2.2. The BRS can respond to this by means of an Offer. This Offer will appear on the Partner Dashboard for a Claim Handler.
- 2.3. If the Claim Handler accepts the Offer, a contractually binding Damage Repair Order will be concluded between the Client and the BRS, except in the event that clause 3.3 of these Terms and Conditions applies, in which case the Damage Repair Order will be concluded between the Client and Fixico.
- 2.4. Fixico requires from the BRS that the placed Offer must meet specific quality requirements. When concluding a Damage Repair Order, the BRS will ensure that the work performed by the BRS is of the highest possible quality and that all work is carried out professionally, in



accordance with factory conditions, in the most economical manner and at least in accordance with Annex 1 of these Terms and Conditions.

25. Client ensures that involved personnel (e.g. Claim Handlers) are informed about the process and are available for training on how to use the Partner Dashboard.
26. The Client refrains from all activities that may interfere with Fixico's services or that may hinder Fixico in the performance of its services.

### **3. Role of Fixico**

- 3.1. Except in the event that clause 3.3 of these Terms and Conditions applies, Fixico enables the Client and the BRS to use its Solutions and only provides guidance during the bidding process via these Solutions and is never a contracting party of a Damage Repair Order or any other contractual relationship between a BRS and the Client. If an Offer is accepted by a Claim Handler, Fixico acts exclusively as an intermediary between the BRS and the Client. Fixico is not responsible or liable for any legal consequences of a Damage Repair Order, including but not limited to the correct execution thereof or the failure by the BRS to meet the minimum quality requirements in accordance with Annex 1.
- 3.2. The previous clause 3.1 does not exclude the possibility of Fixico to assist in finding a solution for the BRS and the Client regarding their Damage Repair Order, or to exercise Fixico's other rights in accordance with the concluded agreements with the respective parties (the Client and the BRS). Although Fixico is not obliged to do so, it can - if desired - mediate in disputes that have arisen between the Client and BRS.
- 3.3. The Client has the option where Fixico concludes the Damage Repair Order with the BRS, each time upon the instruction of the Client (through its Claim Handler), where the Client is obligated to purchase the corresponding services relating to such Damage Repair Order from Fixico. This option needs to be indicated in advance and implemented in the Partner Dashboard. When this option applies, Fixico i) becomes the contracting party and concludes each Damage Repair Order with the BRS while providing the corresponding service to the Client, and ii) further handles the administrative process.
- 3.4. At any time, Fixico is entitled to adjust, supplement, remove and / or suspend the availability of the Content of the Solutions, including the form and functionality, and / or to suspend the availability of its Solutions in whole or in part.
- 3.5. Fixico is free to engage any subcontractors as it deems necessary for the proper execution of this Agreement.
- 3.6. Fixico will make every reasonable effort to the best of its ability and knowledge (*inspanningsverplichting*) to perform its Services carefully.

- 3.7. Any delivery dates and/or time limits stated in the Agreement shall always apply as target dates, shall always be indicative and are no fatal terms (*fatale termijnen*) unless explicitly agreed otherwise. In all events, including if the Parties have explicitly agreed a final time limit in writing, Fixico shall only be in default (*verzuim*) after the Client has sent Fixico a written, proper and detailed notice of default (*ingebrekestelling*) and the reasonable term, that the Client has granted to Fixico to remedy the breach, has passed.
- 3.8. The Client shall indemnify and keep Fixico harmless against any costs incurred from any and all claims from third parties, including but not limited to Claim Handlers or a BRS, related to the services performed by Fixico for the Client.
- 3.9. If Fixico is addressed by a third party as referred to in clause 3.8, the Client 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 Client of such an action and provide the Client with the necessary powers of attorney and assistance. The Client 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 Client 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 Client.
- 3.10. Fixico accepts an obligation to compensate damages insofar as stipulated in this clause. Fixico's total, cumulative liability in respect of the Client for direct damage or loss (*directe schade*) caused by Fixico shall be limited to an amount equal to the amount paid by the Client to Fixico pursuant to the Agreement in the three months preceding the fact that caused the damage or loss. In this regard, a series of mutually related events that cause damage or loss shall be considered as one event and one fact causing the damage or loss.
- 3.11. Fixico shall not be liable for any indirect damage or loss (*indirecte schade*), including, without limitation, loss of profit, loss of data, claims from third parties, fines or penalties, lost income or lost savings, reputational damage or damage to one's image, or any other indirect damage or loss or consequential damage (*gevolgschade*) or loss resulting from or in connection with any failure by Fixico to comply with an obligation or in connection with any unlawful act.
- 3.12. The Client shall only be entitled to any compensation of damages if the Client reports the damage to Fixico in writing as soon as possible, but no later than one (1) year after the damage has been caused.
- 3.13. The paragraphs 3.10 up to and including 3.12 shall not apply if and in so far as such damage or loss was caused by Fixico's deliberate intent (*opzet*) or wilful recklessness (*bewuste roekeloosheid*).



#### **4. Confidentiality**

- 4.1. Each Party shall treat the information provided by the other party (including but not limited to the existence of the Agreement) as Confidential Information and shall not disclose such Confidential Information to any third party without the prior written approval of the other party.
- 4.2. The Receiving Party may use the Confidential Information received by the Disclosing Party only for the purposes of, and in accordance with, this Agreement.
- 4.3. The obligations in this do not apply if and to the extent that:
  - a. The Confidential Information received from the Disclosing Party is also provided to the receiving Party by a third party that (i) acquired the Information lawfully; (ii) is not in breach of a confidentiality agreement or any other duty to maintain secrecy of the Information; and (iii) is not in breach of a contractual or any other duty to limit the use of the Confidential Information;
  - b. The Confidential Information is used or disclosed in order to protect a legitimate interest recognized by or pursuant to law or regulation;
  - c. the Confidential Information is acquired by the Receiving Party through independent discovery or creation; or
  - d. the disclosure of any Confidential Information is required or permitted by or pursuant to legislation or regulations or is ordered by a competent authority.

#### **5. Intellectual Property Rights**

- 5.1. All Intellectual Property Rights belonging to a Party prior to the Agreement shall remain vested in that Party. For the avoidance of doubt, all Intellectual Property Rights and/or similar rights in the software and source codes vested in Fixico and the Content of the Solutions, as well as the Solutions itself, and any changes made to it periodically belong to Fixico.
- 5.2. Neither Party's trademarks, trade names nor brands may be used by either Party for any purpose without the other Party's prior written consent. If that consent is given, the relevant Party shall use the relevant trademarks or brands in compliance with the consenting parties brand guidelines and in accordance with the terms and conditions of the consent or the relevant trademark license between the Parties (if any).
- 5.3. Parties hereby grant each other and hereby accept a non-exclusive, non-transferable and not sublicensable license to use the respective Intellectual Property Rights for the duration of this Agreement solely to the extent necessary to enable the other Party to execute and/or receive the Services described in this Agreement.



54. Each Party shall indemnify and keep the other Party indemnified from and against any and all costs incurred as a result of or in connection with any claim made by any person alleging that the indemnified Party's use or possession of the other Party allegedly owned Intellectual Property Rights infringes the Intellectual Property Rights or any other ownership or related rights of any person.
55. Without Fixico's written consent, the Solutions 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 Solutions are 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. Data ownership and privacy**

- 6.1. Fixico assumes that both Parties are controllers within the meaning of the General Data Protection Regulation ("GDPR"), which means that Parties are each responsible for the correct processing of personal data of data subjects. The parties will include this in their privacy statements and ensure that these are available to the data subjects.
- 6.2. Parties shall only process personal data as agreed by the Parties in the Agreement and will not process personal data in any other way, unless the Parties agree in writing.
- 6.3. Without prejudice to the possibility of data subjects to exercise their rights against both Parties, the Parties will communicate to the data subjects what role they fulfil and that the Client will act as a contact point within the meaning of clause 26 GDPR. The function of contact point means, among other things, that:
  - a. data subjects can exercise their rights under the GDPR against the Client, and that the Client coordinates the information to be linked back and / or the answer to be linked back with Fixico; and
  - b. the parties notify to each other if - in connection with the performance of the Agreement - a data breach occurs, and in any case within 48 hours. The perpetrator of the data breach will, if required, report it to the relevant authority and the data subject or subjects concerned. If the Parties do not reach agreement on the question who the perpetrator is, the Client will report the data breach.

Fixico is entitled to charge any reasonable costs arising from these activities to the Client.

- 6.4. The parties are free to process personal data in connection with the implementation of the Agreement outside the EEA if the party complies with the GDPR.
- 6.5. The parties declare that, as controllers, they will fully comply with the obligations arising for them as controller in accordance with the GDPR and will take appropriate technical and

organizational measures with regard to the processing of the personal data of the data subjects.

- 6.6. After expiry or early termination of the Agreement, each Party is responsible for the timely destruction or removal of the personal data processed in connection with the performance of the Agreement.

## **7. Force majeure**

- 7.1. In the event of force majeure (*overmacht*) affecting Fixico or the Client, 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 (*overmacht*) 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.

## **8. Other provisions**

- 8.1. If the Client fails or repeatedly fails to comply with one or more provisions of the Agreement, or Fixico has good grounds to assume that the Client 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 Client, 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 Solutions. Fixico hereby reserves its right to compensation.
- 8.2. The application of section 7:408 of the Dutch Civil Code is explicitly excluded.
- 8.3. Either party shall have the right to terminate all or parts of the Agreement with immediate effect, without notice of default (*ingebrekestelling*), without judicial intervention being required and without this creating any obligation to compensate possible damage or loss of Parties if any of the following circumstances occurs:
- a. the other Party is declared bankrupt (*failliet verklaard*);
  - b. temporary or permanent suspension of payment (*surseance van betaling*) is granted to the other Party;
  - c. the enterprise of the other Party is liquidated or discontinued.



84. 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.
85. 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.
86. If any of the provisions of the Agreement (including 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 Client 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.
87. Changes to the Agreement (including these Terms and Conditions) may only be agreed between the Parties in writing.

## **9. Applicable law and competent court**

- 9.1. 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. Disputes arising from this Agreement will be settled under Dutch law. The applicability of the Vienna Sales Convention (*Weens Koopverdrag*) is excluded.
- 9.2. 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.
- 9.3. Fixico and the Client will only appeal to the courts after they have made every reasonable effort to settle a dispute in mutual consultation.

For questions regarding these Terms and Conditions the Client can contact the Business Call Center (the Netherlands: +31 (0) 85 888 3745, for Germany: +49 (0)511 367 343 06).

### **Annexes:**

**Annex 1: Minimum quality requirements and arrangements for a Damage Repair Order**



## **Annex 1: Minimum quality requirements and arrangements for a Damage Repair Order**

The BRS guarantees that the provisions in this Annex will be part of the concluded Damage Repair Order between the Client and the BRS. If a requirement or arrangement in this Annex solely applies to the Client with Drivers, it does not apply to the Client that has no Drivers involved.

The Client and the BRS are jointly referred to as “Parties” and individually as a “Party”.

### **1. Acceptance Offer**

- 1.1. The Damage Repair Order is concluded by acceptance of the Offer by the Client.
- 1.2. After concluding the Damage Repair Order, Fixico facilitates that the Client makes an appointment with the BRS and that an exchange of the data of both parties takes place.
- 1.3. The BRS and the Client guarantee that the content, correctness and completeness of the data and information shared by them, including in the Damage Report and the Offer.
- 1.4. The BRS cannot be held to a made Offer, if the Client could reasonably have understood upon acceptance that the Offer contained an obvious mistake or error.
- 1.5. The BRS and the Client shall respect each other's rights and can in no way derive any rights from the information offered by Fixico on the Solutions.
- 1.6. If the Client cancels the appointment within 48 hours before the appointment as mentioned in clause 1.2, the BRS has the right to charge the Client EUR 100.00 including VAT.

### **2. Quality requirements for repair work by BRS**

- 2.1. Unless the Damage Repair Order is concluded for the repair of the interior or rim of a vehicle of the Client, the BRS will act in accordance with the conditions of the leading national sector organizations, such as EUROGARANT, FOCWA, KFZ, BOVAG Schadeherstel (examples for Germany: ZKF Innung, DEKRA, EUROGARANT) or similar sector organizations.
- 2.2. The BRS only uses products of A-quality (including vehicle parts and / or paint products). All products must be from well-known suppliers, including but not limited to Sherwin Williams, PPG, AKZO Nobel, Axalta, BASF. The products must comply with EU directives on safety and environmental requirements.
- 2.3. The BRS shall only use new original vehicle parts (“OEM”). The Client and BRS can only agree otherwise in writing.
- 2.4. The BRS will use alternative repair methods (including but not limited to “Paintless Dent Repair” and “Smart Repair”) as much as possible, insofar as permissible and without loss of quality and manufacturer's warranty, in order to obtain the most cost-efficient solution for the Client.

### **3. Engagement of third parties by BRS**

- 3.1. The BRS is only entitled to engage third parties in the performance of the Damage Repair Order if the Client has given its written permission. The BRS guarantees that these third parties (and

the repair work to be carried out by them) comply with all the conditions of the Damage Repair Order.

**4. Requirements after repair and before delivery of the vehicle by the BRS**

4.1. Before delivery of the vehicle to the Client or Driver, the BRS will:

- a. carry out a thorough quality control of the vehicle; and
- b. clean the interior and the exterior of the vehicle. Cleaning the vehicle should at least mean washing the exterior and vacuuming the interior.

**5. Pick-up and return service and / or replacement transport**

5.1. The Damage Report can state that the Client or Driver wants to use the 'pick-up and return service' (meaning: the collection and return of the vehicle) and / or replacement transport. Replacement transport does not apply to the Client with no Drivers involved.

The Parties agree the following:

- a. the requested service is part of the Damage Repair Order;
- b. the costs of the service are stated in the Offer;
- c. the BRS adheres to the specified pick-up and return location, unless the Client and the BRS (or Fixico on behalf of clause 3.3 of the Terms and Conditions) jointly agree otherwise;
- d. the appointments for the pick-up and return service will take place during office hours, unless the Client and the BRS jointly agree otherwise;
- e. the replacement transport is registered nationally and has at least a valid third-party liability insurance (*WA-verzekering*);
- f. if the Damage Report states that the replacement transport must be delivered to the Driver, the BRS will contact the Driver immediately after written permission from the Client;
- g. prior to delivery of the replacement transport, the BRS determines the deductible excess (*eigen risico*) for the Driver and agrees upon this with both the Driver and the Client in case the Driver causes damage to the replacement transport;
- h. a replacement transport must not be older than 3 years prior to the start date of the Damage Repair Order and must be at least of Category B and C (for Germany: Category A);
- i. the replacement transport will be checked for damage and defects during the drop-off to the Driver of the Client. The Client or the Driver will be present during this check. The

- outcome of the check must be signed by the BRS and the receiving party (the Client or the Driver);
- j. the BRS will confirm the predetermined duration of the repair work to the Driver or the Client during the delivery of the replacement transport;
  - k. if the (original) replacement transport breaks down, the BRS arranges roadside assistance to the Driver and shall arrange new replacement transport;
  - l. the replacement transport must be in the same condition and has the same level of fuel when it is returned to the BRS as when it was delivered to the Driver or Client. If the replacement transport does not have the same fuel level when returned, the BRS has the right to charge the cost price of the additional fuel to the Client;
  - m. if upon return the replacement transport has damage that was not detected during the inspection during delivery, the BRS will charge the deductible excess (*eigen risico*). If the damage supersedes that amount, the BRS has the right to charge the actual costs to the Client; and
  - n. if the BRS receives fines caused by the Driver, the BRS has the right to pass on those fines to the Client.

## **6. Warranty procedure for faulty repair work by the BRS**

- 6.1. Parties agree on a minimum warranty period of four (4) years (for Germany: three (3) years) on all repair work carried out in accordance with the Damage Repair Order.
- 6.2. 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 Client has reported the defect within the warranty period of four (4) years (for Germany: three (3) years) in writing including its reasons and (if possible) supported by evidence. The costs of this warranty repair are at the expense of the BRS. The BRS will then pick-up the vehicle for repair as soon as possible, but no later than 2 working days after receipt of the defect in writing.
- 6.3. If the Client or Driver wishes to make use of replacement transport and / or the pick-up and return service for the execution of the aforementioned repair work, the BRS will provide these facilities free of charge (if reasonable) (for Germany: provided that this takes place from the



same location in accordance with clause 5). The provisions in clause 5.1 of this Annex apply mutatis mutandis during the warranty procedure.

- 6.4. If the BRS is unable to carry out the aforementioned repair work, or to comply with the aforementioned warranty procedure, the Client may engage another BRS available on the Solution at the expense of the BRS.
- 6.5. In the event that the aforementioned repair work on the vehicle proves to be impossible, the BRS is obliged to compensate the Client for damage caused by the defect.

## **7. Invoicing conditions**

- 7.1. The invoicing of each Damage Repair Order will be done in accordance with the instructions shared in the Partner Dashboard.
- 7.2. The repair work performed must be accurately described on the invoice. If applicable, it specifies the characteristics of the vehicle components installed during the repair work.
- 7.3. If clause 3.3 of the Terms and Conditions applies, Fixico is the contracting party for the Damage Repair Order with the BRS. As a consequence hereof, Fixico will arrange the invoicing towards the Client for such Damage Repair Order, and the relating payments towards the BRS. In this regard, the Client indemnifies Fixico in accordance with clause 3 of these Terms and Conditions against any claims of the BRS related to the obligations of the Client regarding the Damage Repair Order.
- 7.4. Except in the event that clause 3.3 of the Terms and Conditions applies, in which case Fixico arranges the invoicing and / or payments for each Damage Repair Order in accordance with clause 7.3 of this Annex 1, Fixico will never act as debtor and Fixico will never bear the debtor risk of the Damage Repair Order. It only performs these activities as a third party and it not a contracting party of the Damage Repair Order.
- 7.5. The BRS agrees with a payment term of the Client (or Fixico, if Fixico arranges the invoicing in accordance with clause 7.4, of thirty (30) days.

## **8. Liability**

- 8.1. If the BRS does not comply with the proper performance of Damage Repair Order, the BRS is liable for all damages (including all costs) that the Client suffers directly or indirectly as a result



of that non-performance by the BRS, without a notice of default (*ingebrekestelling*), including in the event that clause 3.3 of the Terms and Conditions applies.

- 8.2. Non-limited examples of damage as referred to in clause 8.1 are: damage to the repaired vehicle, if additional repair work has been carried out without the consent of the Client or Driver, or if the vehicle is stolen during the repair work at the location of the BRS.
- 8.3. The aforementioned also applies when BRS did not comply with the quality requirements in this Annex.

## **9. Other provisions**

- 9.1. In the event of any inconsistency or conflict between the applicable terms and conditions between the BRS and the Client that are part of the Offer and this Annex, this Annex shall prevail.
- 9.2. The application of any other (general) terms and conditions is explicitly rejected, unless agreed otherwise during the acceptance of the Offer.