

# Framework Agreement

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 Email: info@crashtest-service.com

This framework agreement applies to the crashtest-service.com GmbH, Münsterstr. 101, 48155 Münster, Germany (below: CTS) and their customer (below: customer) for the use of the internet data base www.crashtest-service.com

**Customer**

Company: \_\_\_\_\_  
 Name, first Name: \_\_\_\_\_  
 Street, Street number: \_\_\_\_\_  
 Postal code, Town \_\_\_\_\_  
 Postal code, PO box: \_\_\_\_\_  
 Country \_\_\_\_\_  
 Telephone: \_\_\_\_\_ Direct call \_\_\_\_\_  
 Telefax \_\_\_\_\_  
 e-mail \_\_\_\_\_ @ \_\_\_\_\_

Please tick off the appropriate:

**Mode of access:**

**Basic**

- Preview of the velocities or the damages in the web (get the entire data and pictures of the damages by ordering and downloading the crash test documentation)
- **No minimum purchase amount**
- No fixed term of contract

- Basic access  
 Basic access member of EVU or BVSK or MAS or Ibb (reduction of 20 % of the download fees)

or

**Professional**

- Complete preview in the web (a selection of crash data and a selection of pictures of the damages are shown in the internet preview)
- **Minimum purchase amount of 120 € (net) per month**
- The minimum amount will be debited or charged to the users account at the beginning of each following month. Downloads of that period will be credited.
- Minimum of term of contract is one year, afterwards there will be an automatic prolongation of always one year unless the contract will be terminated in writing up to six weeks before the end of the contract
- Identification of the user by installation of a client certificate at the computer of the user or by a fixed IP-address

- Access with entire preview  
 Access with entire preview member of EVU or BVSK or MAS or Ibb (reduction of 20 % of the download fees)

Identification:  
 Identification by client certificate  
 Identification by fixed IP-address IP: \_\_\_\_\_

**Transmission of the access data**

Please send me the username and the password by  
 e-mail  fax  mail

**How did you become aware of crashtest-service.com:**

- conference  presentation  exhibition  
 publicity flyer  TV program  internet search (e.g. Google)  
 colleague or friend  other

**Link:**

I agree that CTS puts a link to my homepage www. \_\_\_\_\_  
 at www.crashtest-service.com.

**Payment**

I will pay the amount invoiced by **credit card**.  
 Credit card company:  Eurocard  MasterCard  VISA  American Express  
 Credit card holder: \_\_\_\_\_  
 Credit card number.: \_\_\_\_\_  
 Credit card control number: \_\_\_\_\_ (please fill out absolutely !)



Date of expiry: \_\_\_\_\_ (month) \_\_\_\_\_ (year)  
 The necessary authorization is hereby granted explicitly. I will notify you of any changes without undue delay. I confirm the correctness of the above information

I will pay the amount invoiced by **direct debiting** (Only for customers within Germany).

Account holder: \_\_\_\_\_  
 Account no.: \_\_\_\_\_  
 Bank sorting code (BLZ): \_\_\_\_\_  
 Financial institution: \_\_\_\_\_

I hereby authorize crashtest-service.com GmbH revocably to collect the payment to be made by me when it falls due, by direct debit transfer debited from my bank account. I will notify you of any changes without undue delay.

I will pay the amount invoiced by **remittance**

**Turnover tax for international customers (from EU member state)**

The user represents a company outside of Germany (EU member state) and is authorized to deduct the turnover tax.  
 The invoice will be charged to the users account with reference to the transition of tax liability according to the 6th EC-direction.  
**I have included a confirmation of my inland office.**

Headquarter of the company (state): \_\_\_\_\_  
 VAT registration No: \_\_\_\_\_

**I agree to be bound by the above statements. I confirm the correctness of the above information.**

**By signing this framework agreement I state, that I have read and understood the overleaf general terms and conditions for the use of the internet data base www.crashtest-service.com (please sign separately) and I accept these as integral part of this contract.**

\_\_\_\_\_  
 Place, Date

\_\_\_\_\_  
 Signature

April 2007

# General Terms and Conditions for the use of the internet data base [www.crashtest-service.com](http://www.crashtest-service.com) (CTS)

## 1. Introductory clauses

Crashtest-Service.com GmbH markets via its Web site documentation concerning tests performed, and in particular crash tests, for a fee. This material can be downloaded. This framework agreement shall hold between Crashtest-Service.com GmbH (hereinafter termed "CTS") and the customer (hereinafter termed the "User") with respect to this download. The User's terms of business shall be deemed of lower priority, even if cts performs the delivery without proviso, having knowledge of differing terms of the User. Note that the User undertakes to cts to adhere to the provisions of the law in using the Internet. In particular, the User may not manipulate CTS's pages and their contents without authorization, nor distribute unrequested bulk e-mailings.

## 2. Offer

All offers, deliveries, electronic transmissions, and the granting of licences for use, shall only be made subject to change without notice and non-exclusively, under the following terms of business. The prices quoted are net, plus the applicable value-added tax. In case of abuse or violation of the agreed regulations of this agreement by the User, especially regarding the declaration of the intended purpose, the licensing and the dissemination of tests to a third party, CTS reserves the right to exclude the User by blocking his access to the supply of CTS.

## 3. Registration and coming into existence of the contract

Parties who are customers for the first time shall send the signed framework agreement, together with the completed direct-debit authorization form, to CTS for registration. After the data have been checked, the User will receive a password and a personal identification number (PIN), which shall constitute conclusion of the framework agreement. Invoicing shall be done according to the price list. Commencement of the transmission of data subject to a fee by the User shall entitle CTS to claim payment from the User of remuneration in accordance with CTS's price list in effect at the time. This claim shall exist even if the data transmission is broken off during the transmission operation, regardless of the reason for the interruption. However, the User shall have the right to repeat the operation of data transmission of the same file until the data transfer has been completed without error. CTS grants the same right of a repeat data transfer if details of the data record shall have been lost after the download. Any more extensive rights, in particular rights of retention, shall be excluded, and shall not be recognized by CTS.

## 4. Payment by direct debit or by credit card

In order to pay for the documentation by direct debiting from a bank account (debit transfer order), the User shall send the direct-debit authorization form, fully completed and signed by hand, to CTS. Alternatively, the User may also pay by credit card. CTS will accept Eurocard, MasterCard, Visa and American Express credit cards. In this case, the credit card particulars shall be included with the signed framework agreement, instead of the direct-debit authorization form. CTS may demand a copy of the front and rear of the credit card used for the purchase. This measure also serves to protect the User. By usage of the liable to be paid supply of CTS, the amount specified on the invoice will be billed corresponding to the agreed method of payment respectively withdrawn from the specified credit card account. For simplification of the payments the generation of a monthly collective invoice listing can be arranged.

## 5. Reservation of ownership

A right to use the documents requested shall only arise after payment has been made. If the User should violate the contract, in particular be in default of a payment as part of payment by credit card, CTS shall be entitled to repossession after giving a warning notice, and the User shall be obliged to return the material. Enforcement of its reservation of ownership by CTS, and its levying execution against the documents obtained subject to fee, shall not be considered avoidance of the contract. CTS explicitly reserves the right of exclusion of the delivery and the service in the case of technical fault or mistake.

## 6. Granting of rights

The User shall receive a licence for single use of each downloaded test or crash test. The User undertakes to notify CTS of the precise purpose for which it is to be used (e.g. expert's report no., accident no.), and to use the data acquired solely for this purpose. This data will be listed in the invoice as well as in the downloaded crash test documentations. Use going beyond this purpose, as well as their reproduction, publication, copying, transmission, or distribution, either by a conventional method or in electronic form, is not permitted. The User must ensure that his client does not use the data in any other way. Dissemination, with or without charge, to third parties, who are not either the User's clients in the context of the stated purpose for which the material is to be used, or directly connected to this purpose, is prohibited. In case of unauthorized use or dissemination of the material, a minimum fee of hundred times the usage fee shall be due, subject to additional claims for compensation for damage, and namely to those, who disseminated the material and also to those, who unauthorized obtain the material from a User. To prevent the formation of working groups, a mere suspicion on unauthorized utilization will put every further supply to such Users to a stop. The User does not acquire any rights to the material concerned going beyond these provisions by paying compensation. Any further use must be reported to CTS, and is subject to a repeat fee. Agreements between the User and CTS deviating therefrom shall be possible. The Web site and all text articles, graphics, pictorial elements, logotypes, videos, and sounds appearing on it or in subordinate files are copyright by CTS. Furthermore, the contents of the Web site and the documents made available for downloading may be encoded with a "watermark" or other procedure for protection. The User shall observe the provisions of the Unfair Competition Act (UWG), the Copyright Act (UrhG), and the Publishing Act, as well as trademark and design/utility model rights. The User shall bear the sole responsibility for any violation of these by the use or distribution of the data, images, etc. With reference to Section 13 of the Copyright Act, CTS explicitly demands a copyright notice, and namely in such a fashion that there can be no doubt about its allocation to the respective image or data, or other information. If the naming of the author is omitted, CTS shall be entitled to damages in the form of a surcharge of hundred times the usage fee, plus any administrative costs. The User shall indemnify CTS against claims by third parties resulting from the omission of the author and copyright notices. An increased fee cannot be paid in lieu of the right to be named as the author. This shall also apply to advertising, inserts in television broadcasts and motion pictures or other media, unless an explicit special agreement has been made.

The User shall be obliged to observe the journalistic principles of the German Press Council ("Press code of conduct"). He shall bear the responsibility for the texts. CTS assumes no liability for violation of general rights to personal privacy or of copyright by usage in pictures and text that is contrary to agreement and/or distorts the meaning.

CTS explicitly reserves the right to transfer secondary rights to intellectual-property rights societies, and will not accept clauses under which the exercise of further rights is to be precluded upon acceptance of the fee. All rights on the tests carried out by CTS for third parties or for itself will remain reserved for CTS, especially the right on further publication or other transmission to third parties.

Data not designated as subject to fees, which are stored on the pages of CTS for presentation purposes, may be transferred to the User's computer free of charge, solely for his own purposes. Such data may not be passed on to third parties or published in any form without additional written consent of CTS. In case of contravention, CTS reserves the right to claim for damages.

## 7. Warranty & liability

The use of the crash-test data provided by CTS for the analysis of traffic accidents, inter alia, requires well-founded knowledge and understanding of engineering mechanics, vehicle dynamics, and accident reconstruction. The User should note the measurement tolerances and the possible deviations from real accidents in the performance of crash tests.

Since the results of individual crash tests are concerned, CTS does not guarantee any exact reproducibility of the crashes shown or of their results.

The User shall bear the sole responsibility for drawing direct or indirect conclusions from the crash-test results shown, including with respect to the reconstruction of real traffic accidents, etc. In the case of discrepancies or errors of the data records shown occurring, despite the greatest possible care, it shall be the sole responsibility of the User to make use of the data. Liability for damages arising there from, including towards third parties, shall be excluded. In particular, CTS is not responsible for crash tests provided by third-party suppliers, which are downloadable via [crashtest-service.com](http://crashtest-service.com). CTS shall not be liable for software and hardware faults in the on-line transmission of the material, unless the cause lies with CTS's server. If computer viruses, "cookies", "Trojan horses", or the like are transmit-

ted via the Web site made available by CTS, CTS shall not be liable for damages that have arisen or arise in the future there from.

The User shall be liable to CTS for all damage arising due to violations of the obligations resulting from the contract made between the User and CTS. Furthermore, the User shall indemnify CTS against claims for damages by third parties resulting from violations of the contract made between the User and CTS. CTS assumes no liability that might arise from the use of its images. The User shall bear the risk of use alone. CTS shall not be liable for claims that may result from the infringement of trademarks.

CTS assumes no liability of any kind for the infringement of the intellectual and industrial property rights of third parties, such as trademark rights, business names, protected products, designs, graphics, right of privacy, etc.. The User undertakes to obtain all necessary permissions himself.

The liability of CTS shall be limited to intent and gross negligence. Liability due to consequential harm caused by a defect shall be excluded in as far as legally permissible, and shall be limited to a maximum of the amount paid for use. A loss of data shall be limited to the typical cost and effort for restoration that would have occurred if back-up copies had been made regularly and as they should be.

CTS assumes no responsibility or liability for sites that can be reached via CTS's Web site, or which are referenced by hyperlinks.

## 8. Network availability

CTS assumes no liability for its Web site being accessible.

The User shall provide the software and computer necessary for access to CTS at his own expense. He shall bear the telecommunications costs for the connection between his computer and CTS's server himself.

The User's access to the Internet, and from there to CTS's server, and the telecommunications links necessary for this, do not form part of this contract.

CTS gives no guarantee that the systems and services needed to reach computers of other parties will be continuously available without interruption or fault.

CTS reserves the right to make changes in the services offered over the Internet at any time, to an extent which it is reasonable for the User to accept from the commercial and technical points of view, in order to improve the quality of its offerings constantly. Day-to-day changes in the data stored on the Web pages of CTS are an integral part of the usage relationship, and do not represent any change in the services. CTS reserves the right to interrupt its Internet offerings for short periods in order to eliminate malfunctions and to perform maintenance or other work.

## 9. Duties of care and obligations of the User

The User identification code and personal identification number (PIN) serve to protect both parties, by enabling the identification and authorization of the User. Therefore, the User shall have the following duties of care and obligations:

He may only use his User identification code and PIN himself, must keep these strictly confidential, and shall take care that no unauthorized person can obtain knowledge of them.

If the User should lose his User identification code and PIN, or if the possibility exists that unauthorized persons may have obtained knowledge of them, the User must notify CTS of this without undue delay, so that the latter may block the User's access.

The User shall have the obligation to pay the remuneration for all downloads made using his User identification code and PIN. This obligation shall be applicable unless the User can prove that he did not make a download using his User identification code and his PIN possible negligently or with intent. Otherwise, the User's obligation to pay for a download made using his User identification code and PIN shall only fail if the User has requested CTS to disable the User identification code and PIN before the individual download, and there was sufficient time available to disable the User identification code and PIN between the receipt of the User's request to disable them and the improper download.

## 10. Data privacy and confidentiality

In accordance with Sec. 33 of the Federal Data Privacy Act, CTS hereby informs the User that his personal data will be processed by machine by CTS for tasks resulting from the contract. By "personal information on a person's identity" is meant information that can be used explicitly to determine the User's identity. This is e.g. information on his true name, address, postal address, or telephone number. By signing the contract, the User states his consent to the storage of these data. The confidential treatment of data is warranted.

Personal data will not be passed on to third parties before CTS has obtained the User's explicit consent to this.

The User shall have the right to have personal data deleted again at any time. To do this, the User must send an e-mail message to the contact address given on the Web site.

CTS gathers demographic data, which are stored separately from personal information in anonymized form.

## 11. Venue

Sole venue for both parties, as far as legally permissible, shall be Münster in Westphalia, Germany. It is understood that German law shall govern, excluding UN law on the international sale of goods (CISG), even for contracts signed with foreign Users. CTS shall be entitled to sue at the User's general venue.

## 12. Amendments & partial invalidity

Subsequent supplements or amendments to the agreements concluded must be in written form. If individual provisions of this framework agreement should be or become invalid, this shall not affect the legal validity of the remaining provisions. The invalid provision shall be replaced by a valid one that comes as close as possible to the intended objective, with effect ab initio.

This framework agreement shall always and exclusively apply in the form that can be inspected on the Web site of CTS.

I state, that I have read and understood the general terms and conditions for the use of the internet data base [www.crashtest-service.com](http://www.crashtest-service.com) and I accept these as integral part of the preceding framework agreement.

\_\_\_\_\_  
Place, Date

\_\_\_\_\_  
Signature

April 2007