

General Terms and Conditions of Business

of

crashtest-service.com GmbH

Amelunxenstr. 30

48167 Münster

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for the performance of crash tests in accordance with Standard Norms

1. Scope of application and general terms

- 1.1 These General Terms and Conditions of Business (hereinafter “the Terms”) apply to all business relationships between crashtest-service.com (hereinafter “CTS” or “We”) and its customers (hereinafter “Customers”) concerning the performance of crash tests on the basis of standard norms such as the European Standards (EN) (hereinafter also referred to as “the Agreement on Standard Crash Tests”).
- 1.2 The Terms only apply if the Customer is an entrepreneur (Section 14 BGB [*German Civil Code*]), a legal person under public law or a separate public legal entity.
- 1.3 The Terms also apply in their respective current version as a framework agreement for future agreements with the same customer on the provision of crash tests, without our having to refer again to the application of the Terms in every individual case. In this case we shall immediately inform the Customer of changes to our Terms.
- 1.4 Exclusively our Terms apply. Diverging, contradictory or supplementary general terms and conditions of business of the Customer shall only become an integral element of the agreement if and insofar as we have expressly agreed to their application. This requirement for our agreement applies in every case, for example even if we accept the Customer’s order without reservation in the knowledge of the Customer’s general terms and conditions of business.

- 1.5 Legally relevant declarations and indications that have to be issued to us by the Customer after the agreement has been concluded (e.g. the setting of deadlines, reminders, declaration of withdrawal etc.) require the written form in order to be effective.
- 1.6 References in these Terms to the application of statutory provisions are for the purposes of clarification only. However, the statutory provisions are applicable even without such clarification insofar as they are not modified or expressly excluded in these Terms.

2. Binding nature of our quotations

Unless stated otherwise in the quotation, we are bound by our quotations for two weeks from the date of the respective quotation.

3. Customer's specifications

- 3.1 We perform each crash test in accordance with the specifications of the relevant standard norms and as appropriate according to the Customer's supplementary specifications. For this, the Customer must make all the documents and information necessary for the performance of the crash test, with the exception of the requirements of the relevant standard norms, (hereinafter "the Customer Documents") available to us at our registered office in full and at least 10 working days – determined by these being received in good time by CTS – before the start of the performance of the contractually agreed service free of charge by email, fax or post.
- 3.2 The Customer is solely responsible for the Customer Documents. CTS is not obliged to examine the Customer Documents, especially in respect of their correctness, completeness, plausibility etc. CTS's duty in this respect is restricted to adherence to the specifications of the relevant standard norms, and as appropriate the Customer's specifications, insofar as these are identifiable from the Customer Documents made available in accordance with Point 3.1. However, if and insofar as it should become apparent in advance of or during the execution of the Agreement on Standard Crash Tests that the customer's specifications are not implementable, or are incomplete and/or incorrect, CTS shall inform the Customer of this immediately and discuss the further process with the Customer without prejudice to any claims by CTS on account of the defects in the specifications.

4. Construction and dismantling of restraint systems

- 4.1 The Customer shall itself deliver and construct the restraint system on the CTS test site at its own expense and shall complete it in a ready to use condition in good time before the commencement of the contractually agreed performance. In any case the Customer must coordinate the delivery and

construction of the restraint system in good time in advance with CTS, and shall also check the local circumstances in respect of the suitability for the construction of the specific restraint system in good time in advance and in consultation with CTS. Should the Customer identify circumstances that lie in the sphere of risk of CTS and that adversely affect the construction or production of the restraint system in the condition necessary for the execution of the contractual performance, or even make this impossible, the Customer must draw CTS's attention to this immediately.

- 4.2 The Customer must dismantle the restraint system itself immediately after the completion of the tests at its own expense free of residues and transport it away from the site or dispose of it. The Customer must restore the CTS test site to the condition in which it was before the construction of the restraint system by the Customer.

5. Performance of the crash test

CTS's obligation to perform is limited to the performance of the crash test without predetermined results in accordance with the specifications of the relevant standard norm and as appropriate the Customer's supplementary specifications in accordance with Point 3 above. Insofar as adverse weather conditions make a corresponding performance of the crash test on the agreed date disproportionately difficult or prevent this, CTS shall agree a new date with the Customer as soon as possible

6. Order cancellation

- 6.1 If the Customer cancels the order up to 14 days before the day of the contractual execution of the performance, the Customer must pay CTS 30% of the total remuneration provided in the quotation.
- 6.2 If the Customer cancels the order less than 14 days before the day of the contractual execution of the performance, the Customer must pay CTS 50% of the total remuneration provided in the quotation.
- 6.3 If the Customer repeats the cancelled order within 4 months, the Customer will be charged a 10% cancellation fee in the case of Point 6.1 and a 20% cancellation fee in the case of Point 6.2.
- 6.4 If the Customer repeats a partial order cancelled up to 14 days before the day of the contractual execution of the performance within 4 months, the Customer will be charged 5%.
- 6.5 If the Customer repeats a partial order cancelled less than 14 days before the day of the contractual execution of the performance within 4 months, the Customer will be charged 10%.

- 6.6 The Customer remains permitted to prove that no damage occurred or substantially less damage than in the fixed flat rates specified in Points 6.1 to 6.5.

7. Non-standard performance and other defective performance

- 7.1 If and insofar as a crash test is not performed in accordance with the requirements of the relevant standard norm and CTS is responsible for this, CTS shall offer to repeat the performance of the test free of charge for the Customer. If the Customer accepts this offer, both Parties shall themselves bear the costs they have incurred for the crash test that was not performed in accordance with the standard, and the repeat test shall be treated as a normal test.
- 7.2 Without prejudice to the provision in Point 8.1 the following applies to other defective performance by CTS: CTS is entitled to improve a defective performance or provide it again (hereinafter referred to jointly as "Supplementary Performance"). The Customer shall set an appropriate grace period for this for CTS. Only if the Supplementary Performance fails, is not undertaken within the specified period or is seriously and definitively refused by CTS shall the Customer be entitled to assert any further rights that exist by law.
- 7.3 In any case of defective performance, objections to the performance by CTS must be notified immediately by the Customer in writing. Claims in connection with the defectiveness of the performance shall expire one year after the statutory commencement of the limitation period.

8. Liability

- 8.1 In the event of the intentional and grossly negligent breach of duty we shall be liable – for whatever legal grounds – in accordance with the statutory provisions.
- 8.2 In the event of ordinary negligence, we shall be liable only for damages arising out of death, injury to body or to health as well as for damages arising from the breach of a material contractual duty. Material contractual duties are those the fulfilment of which enables the proper execution of the Agreement at all and upon compliance with which the Contractual Partner regularly relies and may rely. In the event of the breach of material contractual duties, our obligation to indemnity shall be limited to the typically occurring damages that were foreseeable at the conclusion of contract.
- 8.3 The limitation of liability regulated in Point 8.2 above shall not apply insofar as we have fraudulently concealed a defect.

8.4 Claims by the Customer in accordance with the Produkthaftungsgesetz [*Product Liability Act*] remain unaffected by the limitation of liability regulated under this Point 8.

8.5 The above limitation of liability shall also apply for the benefit of our management bodies, statutory representatives, employees and for the benefit of third parties that we use for the fulfilment of our duties.

9. Confidentiality

9.1 CTS will treat the information received and created as part of the implementation of crash tests strictly confidential and will not forward it on to third parties who are not authorised persons nor make it accessible in any other way.

9.2 There is no obligation to maintain confidentiality if the information is made publicly accessible by the customer or if something otherwise has been agreed between CTS and the customer.

9.3 CTS will inform customers in advance regarding the information that CTS intends to make publicly available based on the applicable legislation or contractual authorisation, unless otherwise prohibited by law.

9.4 If CTS receives information regarding the customer that originate from other information sources other than the customer, CTS will treat this information and those sources confidentially. CTS will not disclose the information source to the customer without consent from the source.

9.5 CTS has expressly in writing obliged its employees, shareholders, managing directors, contractual partners, employees of external bodies and persons who work on its behalf to treat all information that they receive or create as part of the implementation of crash tests confidentially, unless they are legally obliged to do otherwise.

10. Miscellaneous

10.1 The vehicle remains property of CTS and will be disposed of by CTS.

10.2 The relationship between the Customer and us is subject exclusively to the law of the Federal Republic of Germany.

10.3 The place of jurisdiction for all disputes arising from the business relationship between the Customer and us is Münster (Westphalia).

- 10.4 If individual provisions of this Agreement should be or later become ineffective, the effectiveness of the remaining provisions shall remain unaffected by this.

11. Terms of payment

- 11.1 After conclusion of the contract, 50 percent of the test costs (also called Impact Test) as well as 100% of the vehicle costs and the installation/set-up costs are to be paid within 10 days after receipt of the invoice. If the amount has not been paid in due time, CTS may cancel the test at the expense of the customer.
- 11.2 After the test has been carried out, the customer will receive a final invoice for the remaining 50% of the above-mentioned test costs and 100% of the other services offered (e.g. removal, asphalt repair, disposal, high-speed camera, material samples, test report), taking into account the payments already made, which must be settled within 10 days of receipt of the invoice. This invoice will also include any individual requests from the customer in the context of test preparation/execution that require additional work by our technicians or engineers. The hourly rate for additional work by our test technicians is €120, for state-certified technicians €170 and for our engineers €190.
- 11.3 In the event of late payment, we reserve the right to charge 1% of the contract sum.