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General Terms and Conditions of Business

of crashtest-service.com GmbH

Amelunxenstraße 30

48167 Münster

for the use of the Internet Database

Revised: November 2015

1. Scope of application and general terms

1.1 crashtest-service.com GmbH (“CTS” or “we”) offers documentation material about tests and crash tests via its internet database which can be acquired in return for payment. These General Terms and Conditions of Business (“Terms”) state the framework terms and conditions for the acquisition of the documentation material, which takes place on the basis of individual agreements to be concluded separately.

1.2 These Terms apply for all business relationships between us and our customers (“Customers”) in the context of the use of our internet database. The Terms only apply if the Customer is an entrepreneur (as defined by Section 14 BGB [German Civil Code]), a legal person under public law or a separate public legal entity.

1.3 The Terms also apply as a framework agreement for future agreements with the same customer on obtaining documentation material via the internet database, without our having to refer to them again in every individual case.

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 implement the service for the Customer without reservation in the knowledge of the Customer’s general terms and conditions of business.

1.5 Individual agreements made with the Customer on an individual case basis (including supplementary agreements, additions and modifications) take precedence over these Terms in every case. A written agreement or our written confirmation is decisive for the content of such agreements.

1.6 Legally relevant declarations and announcements that have to be issued to us by the Customer after the agreement has been concluded (e.g. the setting of deadlines, notification of defects, declaration of withdrawal or reduction in the price) require the written form in order to be effective.

1.7 References to the application of statutory provisions are for the purposes of clarification only. Therefore the statutory provisions apply even without such clarification insofar as they are not directly modified or expressly excluded in these Terms.

2. Subject of the contractual relationship

2.1 The subject of the contractual relationship between CTS and the Customer is the use of the internet database, in particular the acquisition of documentation material via the internet database.

2.2 Via the internet database on its website www.crashtest-service.com ("Internet Database"), CTS sells documentation material on collision tests or crash tests ("Documentation Material"), which after prior registration in the form of the conclusion of a framework agreement can be obtained in return for payment in electronic format as data, by means of a download or by email stored on CD-ROM. The acquisition of Documentation Material takes place in each case on the basis of separate individual agreements. No obligation for either party to conclude the corresponding individual agreements is founded through this agreement.

3. Registration and conclusion of the framework agreement

3.1 In order to be able to make use of the services of CTS in the context of the Internet Database, the Customer must previously register with CTS. With the conclusion of the registration (see Point 3.2 below) a framework agreement on the use of the Internet Database is concluded. No entitlement to registration exists. CTS reserves the right in particular to refuse a registration.

3.2 Registration is free of charge. To register, the Customer sends CTS a framework agreement form that he has filled in and signed (offer by the Customer to conclude the registration and the framework agreement respectively). The framework agreement form can be downloaded at www.crashtest.service.com. Insofar as CTS accepts the offer, the Customer receives a welcome letter via the distribution route he has selected on the framework agreement form, which confirms his registration (acceptance of the offer to conclude the framework agreement) and informs the Customer of his username and password for access. With this welcome letter the registration, and thus the framework agreement on the use of the Internet Database, is concluded.

4. Access to the Internet Database and scope of use

4.1 With the conclusion of the registration and the framework agreement respectively, the Customer receives access to the Internet Database for the duration of the framework agreement by using his username and password. Via this access the Customer can view the Documentation Material in the Internet Database within the scope of the preview (cf. Point 4.2 below) and can acquire this in return for payment on the basis of individual agreements to be concluded separately.

4.2 When concluding the registration and the framework agreement respectively, the Customer can choose between the forms of access shown on the framework agreement form. The different characteristics (e.g. the scope of the preview of the documentation material) and the contractual conditions of the respective forms of access are shown on the framework agreement form, and become an integral element of the framework agreement.

4.3 Access to the Internet Database under the respective username and the associated password is restricted to the person named in the framework agreement. The corresponding user must only use his username and password himself, and in particular must not pass them on to third parties. In addition he must ensure that no third party can obtain knowledge of them. If there is reason to suspect that unauthorised persons have obtained knowledge of the username or password (e.g. through the loss of the username and/or password), the Customer must inform CTS of this immediately.

5. Documentation Material and the acquisition of Documentation Material

5.1 The Documentation Material documents the process and the essential result of the respective test or crash test. As applicable the measurement tolerances indicated in the Documentation Material should be borne in mind. There is thus no (exact) reproducibility of the process and/or the result of the respective test or crash test. By stating the test parameters, technical characteristics, performance data or other descriptions in the test documentation or the database, CTS does not accept any guarantee of the correctness of this information. The Customer's attention is drawn in particular to the fact that the use of the Documentation Material requires a sound knowledge and understanding of technical mechanics, vehicle dynamics and accident reconstruction.

5.2 The acquisition by the Customer of Documentation Material via the Internet Database takes place on the basis of the individual agreements that are each concluded separately. By clicking on the "Buy" button in the "Shopping basket" dialogue window, a binding agreement is concluded with the Customer in respect of the acquisition of the Documentation Material configured by the Customer in accordance with the respective description in the Internet Database and the prices stated there, and CTS acquires a claim against the Customer for the payment of the remuneration for this acquisition.

6. Obtaining the Documentation Material

6.1 The Customer selects whether he would like to receive the Documentation Material he has acquired by means of a download, by email or saved on a CD-ROM.

6.2 If the Customer acquires the Documentation Material by means of a download, the Customer shall be able to access this download for a period of 14 days from the conclusion of the agreement (multiple downloads possible).

6.3 If the Customer wishes to have the Documentation Material saved on CD-ROM, the delivery shall take place from the registered office of CTS, which is also the place of performance. The merchandise can be sent to a different destination at the Customer's request and expense (purchase by mail order). Unless anything is agreed otherwise, we are entitled to determine the form of shipment ourselves (in particular transport company, dispatch route, packaging). The risk of accidental loss and accidental deterioration of the merchandise shall pass to the Customer at the latest with the handover. However, in the case of mail order purchase the risk of accidental loss and accidental deterioration of the merchandise and the risk of delay shall pass to the freight carrier, haulier or any other person or institution intended to execute the shipment as soon as the merchandise is dispatched

7. Prices and payment terms

7.1 The charges for the acquisition of the Documentation Material are determined depending on the configuration of the Documentation Material selected by the Customer (type of test, test parameters, desired scope of documentation, etc.). They will be shown to the Customer online separately for every individual collision test selected after the configuration has been completed and before the order is placed. The charges thus shown are inclusive of the VAT in force and – when the Documentation Material is obtained by CD-ROM – including shipment costs.

7.2 The Customer shall receive an invoice by email for every acquisition of Documentation Material. The payment methods stated on the framework agreement form are available to the Customer.

7.3 In the event of late payment, the charge for the acquisition is subject to interest at the respective rate of interest in force for late payment. We reserve the right to assert further damages due to late payment. In respect of merchants, our claim to the commercial rate of interest from the due date (Section 353 HGB [Commercial Code]) remains unaffected.

7.4 The Customer is entitled to rights of set-off or retention only insofar as his claim has been legally established or is undisputed. In the event of defects in the Documentation Material, the buyer's opposing rights, in particular the right to retain a part of the remuneration that is proportionate to the defect, remain unaffected.

8. Granting of rights and contractual penalty for infringement

8.1 CTS shall grant the Customer a simple (non-exclusive), non-transferrable and non-sublicensable right, unlimited in terms of time and place, to use the Documentation Material for the intended purpose stated during purchase in accordance with Point 5.2 (for example stating the claim number or expert report number), subject to the condition precedent of the complete payment of the remuneration to be paid for the acquisition. Insofar as the Documentation Material is material that stems from the German Insurance Association (GDV) (reference is made to this as applicable in the database), the right of use granted above shall additionally be limited insofar as the Documentation Material may only be used for the preparation of a technical or legal expert report in connection with an accident (hereinafter: the Report) (only permissible purpose). Insofar as the purpose of the contractual use is the preparation of a Report, the Customer is exclusively authorised to reproduce and disseminate the Documentation Material as applicable in the context of the Report thus prepared for the expert purpose for which the Report was prepared.

8.2 The statement of the intended purpose in accordance with Point 8.1 serves solely to specify the restriction on the right of use that has been granted. In particular CTS shall not check whether the respective Documentation Material ordered is suitable for the stated purpose. The Customer is solely responsible for the suitability of the Documentation Material ordered for the intended purpose.

8.3 Any use otherwise of the Documentation Material is expressly forbidden. In particular the following are forbidden:

- Any dissemination of the Documentation Material to third parties (apart from a Report in accordance with Point 8.1);
- Entering the Documentation Material in a database;
- Any other use of the Documentation Material outside the intended purpose;
- Use in the context of an expert report outside the expert purpose for which the Report was prepared.

8.4 For each culpable infringement of the restrictions on use in accordance with Points 8.1 and 8.3 above, the Customer shall pay CTS a contractual penalty in the amount of 300% of the respective order value. Possible claims to further compensation remain unaffected by this.

9. Customer's duties

9.1 The Customer warrants that all the information he provides to CTS – in particular the details in the context of registration in accordance with Point 3. and in the context of the order placement in accordance with Point 5.2 – are complete and correct. The Customer shall immediately inform CTS of any changes to the details he provides in the context of registration.

9.2 When using the Documentation Material or parts thereof, the Customer shall make reference to www.crashtest-service.com as the source in such a form that there can be no doubt as to the attribution of the Documentation Material. CTS is further entitled at its own discretion to encode Documentation Material with watermarks or by means of other processes insofar as the contractual use is not adversely affected.

9.3 For each culpable infringement of the duty of providing information in accordance with Point 9.2, the Customer shall pay CTS a contractual penalty in the amount of 5% of the respective order value. Possible claims to further compensation remain unaffected by this.

10. Liability

10.1 In the event of intentional and grossly negligent breach of duty we shall be liable – for whatever legal grounds – in accordance with the statutory provisions.

10.2 In the event of ordinary negligence, we shall be liable only for damages arising out 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.

10.3 The limitation of liability in accordance with Point 10.2 shall not apply insofar as damages arising out of death, injury to body or to health are concerned, or if the claims are in accordance with the Produkthaftungsgesetz [Product Liability Act], or if a defect has been fraudulently concealed or a guarantee of quality was assumed.

10.4 The above exclusions and restrictions of liability shall apply in the same extent for the benefit of our management bodies, statutory representatives and vicarious agents.

11. Term and termination of the framework agreement

11.1 The framework agreement comes into force with the acceptance by CTS of the Customer's offer in accordance with Point 3.2.

11.2 If the Customer selects the Basic access type, the framework agreement shall run for an indefinite period and can be terminated at any time giving 1 month's notice.

11.3 If the Customer selects the Professional access type, the minimum term of the agreement is 1 year from the conclusion of contract (date of the welcome letter in accordance with Point 3.2), and this shall automatically

be extended by a further year insofar as the Customer does not terminate the agreement at the latest 6 weeks before the expiry of the contractual term.

11.4 Termination by the Customer – whether in accordance with Point 11.2 or Point 11.3 – shall take place in writing.

11.5 The right of the parties to extraordinary termination is not affected by the above provisions.

12. Handover point and availability

12.1 The handover point for the Internet Database and the Documentation Material (apart from when it is sent on CD-ROM) is the router outlet at the CTS computer centre

12.2 The availability of the services at the handover point is at least 99%. Periods of time during

- breakdowns that are beyond the control of CTS or its vicarious assistants or its employees;
- minor reductions in suitability for the contractual use

also count as available use (availability exists).

13. Changes to the Terms

13.1 Insofar as CTS intends to modify these Terms, CTS shall inform the Customer of its intended changes in writing or by email. Should the Customer not object to the intended changes within 6 weeks of receipt of the notification of such changes, the changes shall be deemed to have been approved.

13.2 Insofar as the Customer objects to the changes within the stipulated deadline, the agreement shall be continued with the previous content and on the previous terms. CTS shall inform the Customer of these options separately in the notification of changes.

14. Other provisions

14.1 The place of jurisdiction for legal disputes arising from or in connection with agreements between CTS and the Customer to which these Terms are applicable is Münster, Westphalia, Germany

- if the Customer is a merchant, or
- if the Customer is a legal person under public law, or
- if the Customer has no general place of jurisdiction in the territory of the Federal Republic of Germany.

In this case CTS is also entitled to select any other place of jurisdiction provided for by law.

14.2 The law of the Federal Republic of Germany applies with the exclusion of the rules on the conflict of laws under international private law and the UN Convention on Contracts for the International Sale of Goods.

14.3 If individual contractual provisions of these Terms should be or become ineffective, this shall not affect the effectiveness of the remaining contractual provisions.