

TERMS AND CONDITIONS

Technical inspection appointment portal for Professionals

Part 1. Definitions, scope and purpose

Article 1 – Definitions

In the present conditions, the terms below shall be understood as follows:

- *Autosécurité*: the private company Autosécurité S.A., authorised pursuant to the Royal Decree of 23 December 1994 to conduct statutory technical inspections on road vehicles, with registered offices in the Petit-Rechain industrial zone, Avenue du Parc 33 at 4800 Verviers and registered on the Register of Legal Persons under the number BE 0444.402.332.
- *Technical inspection*: road vehicle inspection provided for and performed in accordance with the provisions and annexes of the Royal Decree of 15 March 1968 laying down the technical conditions with which motor vehicles and their trailers must comply.
- *Inspection centre*: any motor vehicle inspection centre controlled by the company Autosécurité S.A.
- *Technical inspection appointment portal for professionals*: the service described in article 3.
- *Professional customer*: any legal entity - company with a contractual relationship with Autosécurité specifically for the use of the present service, or mandated specifically to that effect.
- *Person*: a natural or legal person or a de facto association.
- *Personal data*: any data relating to an identified or identifiable natural person, directly or indirectly, and collected while fulfilling the public service missions conferred, or during the use of this website and the applications offered.

- *No-show surcharge*: flat-rate surcharge for failure to present the vehicle for inspection referred to in article 23 undecies §1 of the Royal Decree of 15 March 1968.

Article 2. – Scope

These conditions define the terms of use of the technical inspection appointment portal service for Professionals, the rules of behaviour applicable in inspection centres, and the rights and obligations arising from subscription to this service, both for the professional customer and for Autosécurité.

These provisions are without prejudice to the mutual rights and obligations of the parties, both with regard to the law and to the Royal Decrees of 15 March 1968 and 23 December 1994 governing the technical inspection of vehicles.

Autosécurité reserves the right to amend these conditions at any time, subject to prior notification to the professional customer.

Article 3. – Subject – Technical inspection appointment portal for Professionals

This service is intended exclusively for professional customers who regularly present vehicles for technical inspection, and is free of charge.

The technical inspection appointment portal for professionals offers the professional customer the possibility, depending on the profile chosen, of making the reservation or modifying/cancelling an appointment (slot) for the performance of a periodical or non-periodical technical inspection, for a number of 7, 35, 75 or 150 simultaneous appointments, without prejudice to the application of the regulatory provisions provided in this respect and in particular those recalled in article 5 of the present conditions.

Type of profile	Specify vehicle	Number of simultaneous reservations	Changes allowed for a reservation	Request access	Conditions
PRO 7 'Plus'	No	7	3	Via professional form Professional	Be a credit customer
PRO 35 'Plus'	No	35	3	Via professional form	Be a credit customer
PRO 75 'Plus'	No	75	3	Via professional form	Be a credit customer
PRO 150 'Plus'	No	150	3	Via professional form	Be a credit customer

The 'Plus' advantage that comes with these profiles means, for our customers, they no longer have to enter the chassis numbers of the vehicles to be presented during the reservations. However, this advantage implies the opening of a credit line within our company, by subscribing to the customer-credit service, which is governed by specific general conditions.

The technical inspection appointment platform for professionals only allows the individual customer to make, modify or delete an appointment for the performance of the planned inspection, independently of the verification of compliance with the conditions laid down in the regulations.

These latter requirements are the sole responsibility of the customer/professional.

By way of exception, some specific inspections (post-accident inspection, approval, etc.) cannot be booked on the technical inspection appointment platform for professionals. It is then necessary to contact the customer service (call centre) of Autosécurité directly for any reservation.

Autosécurité reserves the right to amend the operations and functionalities available on the professional appointment portal at any time.

Article 4. – Registration for the service

A professional customer wishing to make use of this service completes the subscription form available on the website www.autosecurite.be, under the “Professionals” tab.

After verification of the data submitted, an invitation to activate the account (validation of a link) will be sent by email, on the basis of the information provided. The user will encode the credentials and means of access, in order to validate the creation of the account.

Article 5. – Cancellation period

The customer has the possibility, via the technical inspection appointment portal, to cancel or modify a previously agreed appointment up to a full 24 hours period before the scheduled date without the application of any penalty or surcharge.

Any modification or deletion of a reservation within 24 hours preceding the scheduled appointment remains possible, but will be qualified as late and, given the organisational impact, will result in the application of the flat rate surcharge - no-show - laid down in the regulations and recalled in article 6.

Article 6 – No-show flat rate surcharge

Pursuant to article 23 undecies, first paragraph, of the Royal Decree of 15 March 1968, a flat-rate surcharge for failure to present the vehicle for technical inspection - no-show - will be applied to the customer who, without cancelling the appointment within the time limit referred to in article 5, fails to show up at the technical inspection centre concerned.

Will be considered a failure to present due to the organisational impact generated (non-cumulative criteria):

- Failure to respect the agreed date and time slot;
- The presentation of the vehicle in an inspection centre other than the one chosen;
- The choice of an incorrect type of inspection (inspection reason);
- Any cancellation of the inspection in progress and attributable to the customer.

Part 2. Obligations and responsibilities of the professional customer

Article 7. – Undertakings and responsibilities of the professional customer

7.1 The professional customer guarantees that he has full capacity to enter into this contract and certifies that he meets all the conditions required to benefit from the service concerned.

7.2 The professional customer undertakes to follow Autosécurité's instructions for the use of the service.

7.3 The professional customer remains solely responsible for the use made of his credentials and means of access. These are specific to the identified customer and may under no circumstances be entrusted, loaned or transferred to a third party.

If at any time the customer has doubts as to the use that may be made of this account, he must inform Autosécurité as soon as possible.

Autosécurité declines all responsibility for any misuse of the credentials by an unauthorised or unqualified third party.

7.4 The professional customer undertakes to inform Autosécurité, in writing and using the contact form, of any change or any event that may affect his subscription to this service (in particular any change of activity or corporate form, or a switch to the exercise of the activity as a natural person, any risk of bankruptcy or insolvency, etc.) as soon as possible.

Article 8. – General behaviour of the professional customer

Under penalty of refusal to accept the vehicle, of termination of an inspection in progress, of application of the no-show flat rate surcharge and/or of application of the sanctions provided for in article 11, the professional customer undertakes, under all circumstances, to:

- Present the vehicle at the agreed date and time at the chosen centre. Strict adherence by the professional customer to the allocated time slot is an essential condition of this service. On the day of the appointment, if the customer is more than 30 minutes early or late, acceptance of the vehicle, if applicable, will be at the sole discretion of the local manager, depending on organisational constraints, workload and attendance at the centre concerned;
- Choose the appointment suitable for the desired inspection (inspection reason). Any incorrect choice has a significant organisational impact on the centre concerned. The different types of inspection are clearly detailed and explained on the appointment platform for technical inspection;
- Be in possession of and produce, at the request of Autosécurité staff, the certificates required by the regulations on commercial registrations. This requirement remains applicable to both the customer holding the commercial registration, and to any of his employees or duly

authorised representatives, in accordance with the scope and restrictive criteria defined by the regulations;

- Remain physically present at the wheel of the vehicle, or accompany it during those phases requiring a member of Autosécurité staff to take charge of the said vehicle, throughout the various stages of the inspection, from reception to the end. This requirement also applies to the professional customer's duly authorised servants and agents;
- Present, at the start of the inspection and on any request, the purchase order provided by Autosécurité for accounts with the '*Plus*' advantage and therefore benefiting from the opening of a credit line and a single invoice at the end of the month (customer credit). As part of this service, only this means of payment will be accepted. Any other means of payment (cash, electronic payment, credit card, etc.) cannot be accepted by Autosécurité staff and the inspection cannot be started/finalized.
- ;
- Present the vehicle alone. Any persons accompanying the professional customer are invited to leave the vehicle and follow the inspection from outside the inspection lines, or to take a seat in the waiting room;
- Ensure consistent progress of the vehicle along the inspection lines. It is forbidden to leave a vehicle halted and unoccupied in the inspection lines, or to alternately manoeuvre several vehicles alone;
- Respect the allocations and closures, if any, in the inspection lines;
- Comply with instructions given by Autosécurité staff or by law enforcement officers, as the case may be;
- In the event of dissatisfaction, disputed decision, or any additional request, contact the local manager, who will examine the issue. No attempt to influence a decision, no threats and no pointless discussions will be tolerated

The professional client refrains, in any circumstance, from:

- Exerting any pressure, threatening, or adopting any uncivil behaviour towards Autosécurité staff
- Taking pictures, film, or record any interaction with Autosécurité staff, on any medium whatsoever, both outside, and inside our facilities and sites. Autosécurité reserves the right to take any appropriate legal action in this regard;
- Promising or giving, directly or indirectly, any tips, benefits of any kind, or gratuities of any kind, to members of Autosécurité's staff;

- Parking more than one vehicle in the parking spaces intended for Autosécurité customers, and from parking any vehicles on the approaches and open areas on our site or on the adjacent roads.

Part 3. Obligations and responsibilities of Autosecurité

Article 9. – Commitment and responsibility of Autosécurité

9.1 Autosécurité guarantees that it has the right to enter into this contract and to supply the services provided for therein.

9.2 Autosécurité undertakes to send the professional customer, by email, an invitation to validate access to the technical inspection appointment account for professionals. It is the responsibility of the professional customer to encode his identifier, as well as the means of access.

9.3 This service will be provided with diligence and competence. Autosécurité's undertakings to the professional customer as to the availability, proper functioning, protection and correct execution of this service represent solely a best-efforts obligation. These undertakings do not guarantee that the operation of or access to the service will be uninterrupted or free from faults and errors.

Autosécurité takes all reasonable and necessary measures to guarantee, as far as possible, the planned schedules and to ensure the proper functioning, accessibility and smooth running of the inspection operations.

Autosécurité may not be held liable, either to the customer or to any third party, for any failure or delay in the performance of this service due to force majeure as defined in case-law, or for any situation beyond Autosécurité's reasonable control, including technical breakdowns, unplanned maintenance operations, lack of manpower, without this list being exhaustive.

9.4 Except in the case of fraud or gross negligence and with the exclusion of any indirect damage, Autosécurité cannot be held responsible for any direct damage occurring to the professional customer, or to any third party (including the customer's own customers) as a result of:

- Failure by the professional customer to comply with his obligations under these regulations or any legislation to which he may be subject in his relationships with his own customers;
- The justified application of the no-show surcharge;
- Any delay in execution that can be ascribed to third parties;
- Any temporary interruption of the service, or any interruption that can be ascribed to third parties;
- The impossibility of creating the necessary connection, interruptions of this connection in any way, or problems in sending and receiving transactions due to third parties;
- Inaccurate or incomplete data provided by the professional customer;
- Any negligence or the existence of an error on the part of the customer himself;

- Any problem in terms of the veracity, authenticity, credibility or timeliness of the orders received;
- The loss or theft of credentials by or from the professional customer.

9.5 The adaptation by Autosécurité of the characteristics or technical requirements of the service may under no circumstances, except in the event of gross negligence or fraud, incur Autosécurité's liability towards the professional customer or any third party.

Part 4. Duration, suspension, sanctions and end of contract

Article 10. – Duration and end of contract

10.1 By accepting these conditions, the professional customer confirms his acceptance of their provisions and terms to the exclusion of any other terms or conditions.

The contract will take effect from the date of validation of the professional customer's request after completion of the prescribed checks, and will remain in force for an indefinite period, unless duly terminated.

10.2 Each of the parties may terminate the contract at any time.

Should the professional customer wish to terminate this service, he must without fail express his intention in writing by completing the aforementioned contact form. The request will be processed by our customer service as quickly as possible.

A mail confirming the closure of the account will be sent as evidence of the completion of this operation.

10.3 Once the contract has been effectively terminated, the professional customer may no longer access or use the service concerned.

Article 11. – Penalties, suspension and express resolatory clause

11.1 Any breaches of these provisions and rules of behaviour will be duly notified by Autosécurité, by official email, to the professional customer.

11.2 Autosécurité reserves the right to restrict the appointment capacity initially chosen, or to downgrade the chosen profile, either temporarily or permanently, in the light of any shortcomings observed and attributable to the professional customer, or if this service is not/no longer suitable for the customer, for any reason whatsoever.

11.3 Without prejudice to the application of the flat rate surcharge provided for by the regulations, Autosécurité also reserves the right, by sending an official notification and without prior notice, to interrupt all or part of this technical inspection appointment service, for a specified period, or to terminate it definitively, in the event of breaches attributable to these general terms and conditions

by the professional customer, or the reiteration of the previously reported behaviour. In such circumstances, Autosécurité will cancel all or part of the scheduled appointments.

Will be systematically deemed to be at fault, without this list being exhaustive, both for the professional customer and any third party, the fact of:

- Failing to comply with the general rules on vehicle presentation and behaviour provided for in Article 8 of these terms and conditions, despite an official reminder;
- Circumvent the rules and criteria in force regarding the reservation ceilings and the conditions for allocating appointments in the selected category;
- Make improper, fraudulent and unjustified use on the part of the professional customer of any personal information belonging to a third party (license plate, etc.), in the absence of the latter's explicit consent, in order to obtain any advantage whatsoever, or to exceed the allocated appointment capacity, by creating fictitious reservations;

Transfer, by the professional customer, of any previously agreed appointment, for the benefit of a third party and in return for any consideration whatsoever.

11.4 Whatever the case, this agreement shall automatically terminate in the event of the bankruptcy or liquidation of one of the parties, or more generally of any circumstance seriously jeopardising the existence of one of the parties.

Part 5. Processing of personal data

Article 12. – Processing of personal data

12.1 Data of a personal nature provided through the contact forms are stored by our internal services for the duration of the contract.

To this end, Autosécurité shall respect its obligations as data controller, pursuant to Regulation 2016/679 EU on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (GDPR) and to the applicable Belgian legislation.

12.2 Pursuant to article 6 of the GDPR, these data are only processed for professional purposes, in order to better meet the requirements of our customers following subscription to this service and for the performance of this agreement.

The personal data processed consists of: the VAT number, name, telephone number and email address of the company, the name and number of the unit of this establishment, the name, first name and email address of the applicant and the license plate numbers of the vehicles presented.

In accordance with the minimisation principle, the data requested is adequate, relevant and not excessive for the purposes pursued.

They will only be processed by the data controller, or by the Autosécurité Group as a subcontractor, and will be neither transmitted nor assigned to third parties for commercial or other purposes.

12.3 The professional customer has at all times a right of access to his personal data, a right of rectification or deletion, a right to object to its processing, and a right to data portability.

All such requests must be addressed to the Data Protection Officer at the following addresses:

Email: privacy@autosecurite.be

Autosécurité S.A.

DPO

Zoning industriel de Petit-Rechain, Avenue du Parc, 33

B-4800 Verviers

12.4 For the duration of this Contract and after its expiry, the professional customer accepts and gives consent for Autosécurité to use the data collected for the purposes described, but also with a view to assembling and/or using statistics for the purposes of research, internal use, and the development and improvement of the service, provided that the statistics are anonymised and do not allow the professional customer to be identified.

Part 6. Miscellaneous provisions

Article 13. – Intellectual property rights / Extent of the right of use

All intellectual property rights concerning the programs (communication and security software), the applications and the instructions for use are the exclusive property of Autosécurité.

No clause in this contract, no downloading or copying operation in whatsoever manner of software, information and/or any other right of Autosécurité may be considered as a total or partial transfer of these intellectual property rights to the customer or to a third party. The professional customer shall abstain from any infringement of Autosécurité's intellectual property rights.

This contract only grants the customer a personal and non-transferable right of use. He may use the programs, applications and instructions for use only for the purposes authorised by this agreement.

The customer is authorised to download or print out information provided by Autosécurité that concerns his own data or information over which he has sole ownership, as long as he does not delete, process or amend any copyright notice, disclaimer of liability, or any other notices appearing in the information provided.

The customer is also forbidden, in whole or in part, to reproduce, translate, adapt, decompile, recompile ("disassembling"), apply "reverse engineering" or modify in any way, distribute, publish, lease or make available to third parties, or copy, except for back-up purposes, the programs, applications and instructions for use, their copies or possible reproductions, directly or indirectly, free of charge or against remuneration.

Article 14. – Confidential information

Secret or non-publicly accessible information, including contract documents, customer content, financial, commercial or technical information, whether provided orally or in writing by one party to

the other under this contract before or after its effective date, is confidential and will be treated as such by the recipient.

The use of this confidential information by the recipient shall be solely for the purpose of respecting and implementing its obligations under this contract.

Article 15. – Safeguard clause

The inability to enforce, the invalidity or the nullity of any provision of this contract shall not imply the inability to enforce, the invalidity or the nullity of the entire contract. Where the inability to enforce, invalidity or nullity of a clause is established conclusively, this clause shall be deemed null and void.

Article 16. – Applicable law / Competent courts

The present contract is governed by Belgian law.

Only the Courts and Tribunals of the judicial district of Verviers are competent to hear any dispute arising from it directly or indirectly.