

General Terms and Conditions (GTC)

of Aldenhoven Testing Center GmbH (short ATC)

Aldenhoven Testing Center is open to all interested users on a non-discriminatory basis for conducting test drives or similar activities. The ATC track elements as well as its workshop and office premises are available for this purpose at customary market conditions. The rental arrangement is made on the basis of the procedure defined in § 3.

§ 1 Scope of application

- (1) Our supplies, services and offers are performed solely on the basis of these General Terms and Conditions (GTC) which constitute an integral part of any and all contracts concluded between us and our clients concerning the services offered by us. They also apply to all future supplies, services and offers to the client, even if they are not separately agreed again.
- (2) The terms and conditions of business of the client or any third parties shall not be applicable, even if ATC GmbH does not object separately to their validity in each individual case. Even if ATC GmbH alludes to correspondence containing or making reference to the terms and conditions of business of the client or of a third party, this shall not constitute any approval to the validity of such terms and conditions of business.

§ 2 Requirements and conditions

- (1) Only persons who have been instructed by ATC, have read, understood and accepted the ATC Terms of Use, and have confirmed the same by signing the declaration of use shall be entitled to utilise the infrastructure of the ATC proving ground. The client shall ensure that the users (generally drivers) always adapt their speed and their driving behaviour to ensure that no third parties or their property is endangered or possibly even injured or damaged.
- (2) It is only permitted to drive on the proving ground with vehicles which are covered by insurance that can be documented on request, and which at least comply with the legal provisions being applicable from time to time – in particular those set out in

the compulsory insurance act – for a vehicle approved for use on public roads. Each vehicle must therefore have sufficient coverage, above all within the sense of the legal provisions, against all anticipated damage, in particular bodily injury, property damage and financial losses, by taking out liability insurance.

§ 3 Booking procedure and mediation

- (1) The booking of services from ATC GmbH is conditional on the written acknowledgement of the detailed Terms of Use in which the key framework conditions such as technical requirements for usage, rules of conduct and liability provisions are defined. These GTC and the Terms of Use, in their currently valid version in each case, can be freely accessed on the ATC GmbH website (www.aldenhoven-testing-center.de). The pricelist, which is also freely accessible there, is a further basic element of the rental arrangement. Any types of usage that are not specified there are to be clarified with the management of ATC GmbH in each individual case.
- (2) A binding booking enquiry is to be placed for the usage. This will be assessed by the ATC dispatcher, in particular as regards the completeness of the information relating to the intended vehicles and driving manoeuvres. This results in a review of the safety risk associated with the activities (usually driving tests) as well as their compatibility with the currently valid approval pursuant to the Federal Emission Control Act

(BImSchG), in particular concerning noise emissions, and with already scheduled users.

- (3) The booking enquiry is responded to affirmatively if the review turns out positively. If the desired infrastructure (track elements as well as workshop and office areas) is already reserved during the required periods, alternative times shall be proposed. The reservation of the track elements shall be made upon receipt of complete, understandable booking enquiries.
- (4) Users whose booking enquiries have been rejected may, within a period of two weeks following receipt of the rejection, consult an independent mediation body where they can raise an objection, substantiated in writing, against the decision of ATC GmbH. A further review in the presence of the mediator can thus be achieved, if appropriate. There shall be no entitlement to mediation if the rejection of the booking enquiry has been issued due to the anticipated safety risk or the non-compliance with the approval pursuant to the Federal Emission Control Act (BImSchG). The Chamber of Commerce (IHK) Aachen, Theaterstrasse 6 – 10, 52062 Aachen, Germany shall act as the mediation body.

§ 4 Prices, conditions of payment and cancellation

- (1) Our prices for the use of the track elements and other infrastructure can be gathered from the currently valid version of our pricelist. The prices apply per vehicle and per hour (or part of an hour). Any forms of usage that are not defined in the pricelist require individual calculation and will be explicitly offered on request. All prices are subject to the statutory rate of value added tax being applicable from time to time. In any case, the German rate of value added tax is also payable by foreign customers since Aldenhoven is defined as the place of performance.

- (2) The user fee is payable without any deduction within 14 days upon receipt of the invoice.
- (3) ATC GmbH reserves the right to invoice 100 % of the chargeable rental costs of a definite reservation, if a firm reservation is not cancelled at least one (1) working day prior to the commencement of the booked time.
- (4) For special bookings, special terms of payment and cancellation may apply and are in case set out in the related offer.
- (5) Cancellation costs for services arranged by ATC GmbH for a customer will be passed on to the customer in full in each case.
- (6) The client is only entitled to offset our claims to the extent that his counterclaims are indisputable or legally binding. The user is only entitled to assert rights of retention on the basis of counterclaims arising from the same contractual relationship.

§ 5 Confidentiality

- (1) Should ATC GmbH within the scope of the usage receive documents from the client that are identified as being confidential, ATC will ensure that such documents are treated confidentially by their staff. This shall also apply to the client to the same extent.

§ 6 Applicability of the Terms of Use and sub-letting

- (1) Besides these GTC, the *Terms of Use of the Proving Ground Aldenhoven Testing Center* shall be regarded as an integral part of the contract. The Terms of Use contain important provisions including, among other things, guidelines for accessing the ground, rules of conduct, safety regulations, conduct in the event of damage incidents, for utilising premises and areas as well as on the subject of liability.

- (2) The applicability of such Terms of Use is explicitly agreed between the contracting parties by way of the *Declaration for Usage of the Proving Ground Aldenhoven Testing Center*. The client shall distribute to his employees, test drivers, guests, etc., prior to their first visit, a copy of such Terms of Use, which he will receive from ATC GmbH upon concluding the contract, so that they have adequate opportunity to make themselves familiar with the regulations and instructions before visiting the testing center for the first time.
- (3) Different Terms of Use may be applicable to events and shall be agreed between the client and ATC GmbH within the scope of an individual offer.
- (4) Any sub-letting of track elements or premises shall only be permitted with the previous consent of ATC GmbH. This shall not apply to an assignment to affiliated companies.
- (5) The client shall be fully liable for any and all bodily injuries and property damages caused by himself or any of his vicarious agents, staff, test drivers or similar while using the ATC proving ground infrastructure. This shall not affect the personal liability of the driver of the vehicle causing the damage.
- (4) In the event of any excessive soiling of the proving ground infrastructure by the user, the cleaning shall be brought to account.
- (5) In case ATC GmbH provides the client with free WiFi guest access, such service shall be rendered without recognition of any statutory obligation and by excluding any guarantee.

§ 7 Liability

- (1) Where liability on the part of ATC GmbH during the utilisation of the proving ground is concerned, full reference is made to clause F of our Terms of Use.
- (2) Should it not be possible to place the proving ground at the client's disposal at the date booked for reasons for which ATC GmbH is responsible, ATC GmbH shall be entitled to appoint an alternative date for the client. Claims for compensation for any material damage resulting from the change of booking are herewith excluded.

§ 8 Applicable law and place of jurisdiction

- (1) This agreement shall be subject to the law of the Federal Republic of Germany.
- (2) The courts at the registered office of ATC GmbH shall have exclusive jurisdiction.

§ 9 Final provisions

- (1) No modifications, amendments or collateral clauses to this Agreement and its constituents (GTC and Terms of Use) shall be valid unless laid down in writing.
- (2) In case any of the provisions hereof should be or become invalid or frustrate the intended outcome and success, such invalidity shall not affect the validity of the remaining clauses hereof. Both contracting parties agree to adequately adjust the Agreement so as to ensure the validity of the Agreement and the achievement of the intended purpose.