

General terms and conditions of OnREX GmbH

1. Scope of application

These general terms and conditions (GTC) shall apply to all contractual agreements between OnREX GmbH and its customers (companies in the sense intended by § 14 Civil Code [Bürgerliches Gesetzbuch – BGB]).

Solely these GTC shall be deemed agreed. Other terms and conditions or contractual regulations deviating from these GTC shall apply only insofar as OnREX GmbH expressly consents in writing.

2. Provision of DYNAREX

- a) ONREX shall in accordance with the following provisions and for a limited period of use provide to the customer the DYNAREX online platform and apps as described in the offer or order (hereafter "DYNAREX") for use on mobile devices.
- b) The offer includes details of the content and scope of the service (including software modules) as well as their duration and the monthly rental price.
- c) The software's functionalities are known to the customer from the product descriptions on the website www.dynarex.de or www.support.dynarex.de and where applicable also from presentations.
- d) All offers from ONREX are non-binding. The agreed properties of the software in the sense intended by § 434 para. 1 sentence 1 BGB shall be solely those specified in the offer. Public pronouncements by ONREX or any agents, especially by way of advertising or labelling, shall not be deemed to constitute requisite properties. ONREX reserves the right to make reasonable, technically necessitated adjustments to the properties agreed, even after confirmation of order.

3. Usage rights

The customer shall be granted a non-exclusive, geographically unlimited usage right over DYNAREX limited to the duration of the lease agreement, a right which also covers use of the included apps, online support, and any additional services agreed during the contractual period.

4. Updating of software

OnREX reserves the right on each amendment of service to develop, optimise, and/or automatically update the software and to download changes to the customer's devices. The customer hereby consents to OnREX updates in accordance with the aforementioned conditions. Updates are subject to usage rights as provided for under no. 3.

5. Conditions of use

- a) The customer shall in relation to access data for the DYNAREX platform:
 - treat user names and passwords confidentially and protect them from unauthorised third-party access;
 - assign such data to real persons and not share it amongst multiple users;
 - immediately change such data when employees leave the company or misuse is suspected;
 - regularly instruct its staff on the careful handling of such data;
 - OnREX shall not be liable for damage or loss resulting from the inappropriate use of access data.
- b) The customer shall not as a registered user mask its origin or pretend to be another customer.
- c) In order to use DYNAREX the customer must have a computer or mobile device. The customer shall be solely responsible for the choice, provision and maintenance of the hardware, software, and internet access required.
- d) Customer's use of third-party personal data shall be subject to the presentation of legal permission as per § 11 BDSG.

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- e) The customer shall not manipulate DYNAREX or amend it for other users. The customer shall not upload, advertise, or distribute any software viruses or other types of computer code, file, or programme that are intended to interrupt, destroy, or restrict the functionality of hardware or software or Internet communication.
- f) The customer shall in using DYNAREX not breach any applicable legal regulations nor in storing and processing information infringe any third-party rights (e.g. copyright, patents, brand, or other intellectual property rights).
- g) The customer shall in using DYNAREX comply with the applicable criminal law and regulations for the protection of minors and shall especially not distribute any racist, pornographic, obscene, libellous, or inflammatory content.
- h) Access to DYNAREX programmes and data via interfaces, apps, or services other than those provided by OnREX is not permitted.
- i) OnREX interfaces, apps, databases, and services must not be copied, reproduced, or resold.
- j) If in breach of these GTC the customer shall be liable to OnREX for any damage or loss caused and especially for third parties who cause damage and use DYNAREX in the customer's name.

6. Authority to form contract

- a) The customer shall on formation of contract via the DYNAREX online shop system ensure in connection with this contract and the applicable regulations that it has the requisite rights and authority to form and perform the contract. The customer shall further ensure that the person who carries out the company's registration and ordering on OnREX and assumes the contract is entitled to do so on the customer's behalf.

7. Information for customer

Both parties hereby agree that all information regarding the contract and DYNAREX shall be sent via the DYNAREX customer access email address. Contractual information will therefore be sent solely via the administrator access **recorded in the mandate**.

8. Prices

- a) OnREX shall provide the software by way of lease via the DYNAREX platform.
- b) Invoicing for DYNAREX platform services is based on monthly transactions and established procedures or on the basis of a fixed monthly user fee.
- c) Prices are based on ONREX's most recent price list and shall be subject to VAT at the rate applicable at the time and to any other statutory deductions that may apply.

9. Price adjustments

- a) OnREX reserves the right to raise prices as required.
- b) OnREX shall inform the customer of any price rise.
- c) Where a price increase is based solely on OnREX services and is greater than 10% the customer shall be granted right of extraordinary termination.
- d) For lease agreements the increased fee will first be due from the start of the second month after receipt of notification of increase.

10. Third-party fees

- a) The OnREX software for which a fee is due does not include any third-party fees charged to the customer for the use of this software (e.g. by Internet service providers and third parties providing data for the assessment of information relating to vehicles, parts, residual value, or valuation).
- b) The customer shall itself be responsible for the selection and use of these additional services and for the payment of fees incurred.

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11. Subletting

Any subletting of the software to third parties shall be subject to compliance with these GTC and OnREX's prior written permission.

12. Payment terms

- a) OnREX accepts certain debit and credit cards and other payment methods such as PayPal as well as SEPA transfer and payment on invoice.
- b) Unless agreed otherwise in the offer, amounts invoiced are immediately due in full.
- c) The payment method accepted may vary according to country or paid-for service.
- d) When the customer acquires a paid-for service or product from OnREX and enters a payment method, the customer agrees:
 - to comply with its obligation to pay for the service or product on the due date;
 - to provide full and accurate payment details;
 - to allow OnREX to save payment information and method, including all debit and credit card information provided by the customer and their issuing bank;
 - to allow OnREX to pass on payment information to finance institutes and payment processing companies for the purposes of payment processing;
 - to allow OnREX to collect on the relevant payment date the cost of the paid-for service or product via the payment method and account information specified by the customer.
- e) The customer's assurance to pay and the rights of OnREX to collect or debit invoiced amounts shall include all other payments due, including despatch costs and statutory VAT.
- f) Where at the time of collection the customer has insufficient funds available or fails to comply with payment obligation by the due date, the customer shall bear all credit card fees and other collection costs incurred by OnREX.
- g) Fees are collected via the customer's payment method on the date of delivery or service or, where monthly lease fees are concerned, at the end of the month concerned.

13. Pro rata invoicing of rental amounts

- a) Where the contractual relationship commences during the course of a calendar month, amounts due are invoiced pro rata based on the number of calendar days to the end of the month.
- b) Where a contractual relationship is amended during the course of a calendar month, the amendment is accounted for pro rata based on the number of calendar days from the amendment until the end of the month.
- c) For the termination of rental contracts during the course of a calendar month, the invoice amount is calculated pro rata based on the number of days until the end of the contract.

14. Contract duration and termination

- a) Lease agreements, with the exclusion of framework contracts, shall for both parties come into effect on the day an order is placed in the shop system of the DYNAREX platform.
- b) Lease agreements shall have a fixed duration of twelve months. On expiry of this duration the contract concerned shall automatically be extended for a further year unless terminated by either party subject to three months' notice to the end of the calendar year concerned.

15. Suspension and termination

- a) OnREX reserves the right to suspend access to the DYNAREX platform if the customer is in payment arrears of more than two months. The customer will be informed in writing fourteen days prior to suspension. Any costs incurred as a result of the suspension shall be borne by the customer. Restoration of access shall be subject to the crediting of the outstanding invoice amounts to OnREX's account.

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- b) Both parties have the right to extraordinary termination of the rental contract for cause.

The following shall be deemed to be cause for OnREX:

- Breach of usage conditions as per 5;
 - Where in the case of continuing obligation the customer is wholly or significantly in arrears for three consecutive rental payment deadlines.
- c) In the event of insolvency of the other party and refusal of application for the opening of insolvency proceedings for want of assets, either party reserves the right partly or fully to immediately terminate lease agreements prior to complete performance.
- d) Termination must be declared in writing.

16. Offsetting/retention/assignment

- e) The customer may offset against its own claims or exercise right of retention only insofar as its claims are legally enforceable, uncontested, or recognised.
- f) The assignment of receivables from ONREX GmbH is hereby excluded.

17. Material defects

- a) Irrespective of any claims for damage, loss or compensation, the following rights shall be due to the customer:
- Material defects shall be remedied by ONREX within an appropriate period (subsequent performance). Faults shall at the discretion of ONREX be remedied either by rectification of fault (fault rectification) or supply of defect-free software (replacement supply);
 - In the event of significant material defect the customer shall be entitled to withdraw from the contract (withdrawal) or to a fee reduction (reduction). Exercise of right of withdrawal shall be subject to customer allowing ONREX a suitable period for subsequent performance. Such a period shall however not be required where subsequent performance fails due to the material defect in question, is unreasonable for the customer, or is declined by ONREX or where waiver of the period is justified on other grounds in the interests of both parties.
- b) ONREX shall not be liable for material defects where changes have been made to the software or to the settings or installation thereof or where the software has been used outside of the hardware and software scope specified in the offer, unless the customer can prove that the material defect in question is not attributable to such changes or to such usage.
- c) ONREX shall not be liable for any failure of the software to satisfy the customer's special requirements. The customer shall be solely responsible for the choice and use of the software and for the results it achieved therewith.

18. Breach of intellectual property rights (defects of title)

- a) Should any third party bring a claim against the customer for infringement of intellectual property rights caused by use of the software, the customer shall immediately inform ONREX in writing. ONREX shall at its discretion and at its own cost either meet the claim, rebut it, or achieve a settlement. The customer shall therefore allow ONREX sole discretion to decide whether the claim is rebutted or settled. The customer shall for such purposes provide ONREX with the requisite one-off authorities.
- b) Should the software be or potentially become the subject of a complaint regarding breach of intellectual property rights, ONREX shall remedy the complaint within an appropriate period. The complaint shall at ONREX's discretion be remedied by ONREX either
- acquiring the right to continue to use the software;
 - amending or replacing the software as far as is feasible.
- c) Where ONREX is not able to remedy the grounds for such complaint within an appropriate period or where to do so would be unreasonable for the customer or where ONREX declines to do so or where justified on other grounds in the interests of both parties, the customer shall without prejudice to any potential claims for compensation be entitled to withdraw from the contract (withdrawal) or to reduce the purchase price (reduction).

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- d) ONREX shall be liable for breaches of intellectual property rights solely where the software has been used in accordance with contract. ONREX shall not be liable if the software is altered by the customer or is combined with programmes or data not supplied by ONREX, thereby giving rise to third-party claims. Should such claims be brought against ONREX, the customer shall exempt ONREX from them.

19. Liability

- e) ONREX shall be liable for compensation for personal injury in accordance with statutory provisions and for damage or loss in accordance with the Product Liability Act [Produkthaftungsgesetz – ProdHaftG].
- f) For other damage or loss ONREX shall, unless specified otherwise by a guarantee provided by ONREX, be liable solely in accordance with the following provisions:
- g) For damage or loss caused by malice and for damage or loss caused by intent or gross negligence by ONREX's statutory representatives or managers, ONREX shall be liable in accordance with the statutory provisions.
- h) ONREX shall be liable for compensation, limited to the typically foreseeable damage or loss for this type of contract, for damage or loss arising from the ordinarily negligent breach of an essential contractual duty or cardinal duty (first option), and for damage or loss arising from the gross negligence or intent of its agents without breach of essential contractual duty or cardinal duty (second option).
- i) ONREX shall not be liable for lost profit, indirect damage or loss, consequential damage or loss, or third-party claims.
- j) Contributory negligence of the customer – especially failure to cooperate as required, administrative errors, insufficient data security, or breach of other ancillary obligations – shall reduce the amount of any compensation due.
- k) The customer shall inform ONREX in writing of any loss or damage in the sense implied by the foregoing liability provisions or allow ONREX to record such loss or damage so that ONREX can be informed as soon as possible and where required work with the customer to minimise such loss or damage.

20. Expiry

- a) Unless based on malice, intent, or gross negligence, claims by the customer for subsequent performance based on
- material defect or
 - defect of title not based on third-party surrender claims based on ownership and not based on any other rights in rem
- shall for software concession expire within twelve months of order and for other services within twelve months of receipt.
- This shall not apply where the damage or loss incurred by the customer is by way of personal injury.
- b) Except in the case of intent or gross negligence, claims of the customer based on breach of an obligation not based on defect shall expire three years after origin of claim. This shall not apply where the damage or loss incurred by the customer is by way of personal injury.
- c) Withdrawal or reduction shall be invalid if the customer's claim for performance or subsequent performance has expired.

21. Non-disclosure/duty of allegiance

- d) The customer shall for the duration of contractual relations and thereafter not disclose any knowledge it acquires that recognisably constitutes operational or commercial secrets of ONREX and, unless the information is required for performance of contract or ONREX has consented, shall neither record, pass on, or otherwise use such information.
- e) The customer shall via suitable contractual agreements with its employees and agents ensure that such persons too are for an unlimited period prevented from using, passing on, or making unauthorised copies of the information specified in a).

22. Duration and updating

- a) These GTC shall in their updated form apply for all future contracts with the customer.

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- b) OnREX may update these commercial terms at any time. For the purchase of a new paid-for service, product, or additional module, the commercial terms published on our website at the time of purchase shall apply.
- c) If the customer does not agree to the amended commercial terms, it can terminate the paid-for service and/or elect not to conclude the transaction in question. Where paid-for services are not terminated within thirty days of amendment, or where the customer continues with the transaction, the customer shall be legally bound to the updated commercial terms.

23. Closing provisions

- a) The parties' relations shall be subject to the law of Germany with the exclusion of the UN Convention on Contracts for the International Sale of Goods.
- b) The jurisdiction for all claims and obligations, including for obligations regarding cheques and bills of exchange, shall for merchants, juristic persons in public law, public law special assets, and customers with no general domestic jurisdiction be Leipzig.