

General Terms and Conditions

Article 1: Applicability

1. These terms and conditions apply to all offers issued and all agreements concluded by the private limited liability company **Prof Save Europe B.V.** trading as ECOdrive, having its registered office in Rosmalen, hereafter referred to as: "ECOdrive". ECOdrive may outsource its rights or obligations under these terms and conditions to a subsidiary or to another third party which it has engaged for this purpose. In the event of a transfer or outsourcing, these terms and conditions will also apply to the client.
2. The client, dealer, customer, buyer or user of ECOdrive products and/or services will hereafter be referred to as "the Client".
3. If the Client accepts and retains, without comments, a quotation or order confirmation which refers to these terms and conditions, this will count as agreement to the applicability of these terms and conditions.
4. ECOdrive is entitled to amend these terms and conditions unilaterally. Where possible, ECOdrive will notify the Client of the intended amendments one month before these amendments take effect.
5. If any provision of these terms and conditions should be void, voidable or inconsistent with the law, either wholly or in part, this provision will be deemed to stand alone and not be applicable.
6. The possible inapplicability of all or part of a provision of these general terms and conditions, as referred to in Paragraph 5 of this article, will not affect the applicability of the remaining provisions.
7. When ECOdrive accepts an offer, the applicability of any general terms and conditions (of delivery or otherwise) on the Client's part will be expressly rejected.
8. If ECOdrive's Client is provided with a translation of these General Terms and Conditions and a debate or difference of opinion arises about the interpretation of a provision, the official Dutch version will prevail over the translated versions.

Article 2: Offers

1. All offers and price quotes in respect of the ECOdrive products and/or services have a maximum validity of one month, unless a deadline for acceptance is specified in the other offer.
2. All offers are based on the assumption that ECOdrive will implement the agreement under normal circumstances and during normal working hours.
3. The prices arranged by agreement will have a maximum validity of one year. ECOdrive will subsequently be entitled to introduce price changes based on factors including – but not limited to – higher hourly rates, changed purchase prices, taxes and suchlike.

Article 3: Formation, duration and termination of agreement

1. An agreement between ECOdrive and the Client will be formed at the moment when the Client has confirmed verbally or in writing that it agrees to an offer as referred to in Article 2, or when ECOdrive has started the effective execution of the order.
2. Every agreement will be based on a specific agreement/order confirmation. This agreement or order confirmation will set out the arrangements made for that specific situation, including the nature of the agreement, duration, prices, arrangements on payments and invoicing, etc.
3. An order confirmed as referred to in Paragraph 2 of this article will be irrevocable, subject to the provisions of Article 3.2.

4. Any additions or amendments to or derogations from these terms and conditions must be expressly recorded in writing and confirmed by ECOdrive, whereby the agreed additions, amendments or derogations will prevail over the matters laid down in the present terms and conditions.
5. An agreement which was formed by means of an order confirmation (also if it was formed online) cannot be terminated or cancelled, given the nature of the customised supply, activities planned and orders placed. If a Client nevertheless cancels such a purchase, it will be obliged to compensate ECOdrive for all the costs incurred within reason with a view to the implementation of the agreement, the activities performed by ECOdrive and the profits lost by ECOdrive, to be increased by VAT.
6. The agreement may be terminated in writing, without judicial intervention, if the other party, having received proper written notice of default, still fails to fulfil its obligations under the agreement within thirty (30) calendar days of the notice of default.
Upon termination of the agreement, ECOdrive will immediately cease and not resume the use of and access to the web applications. In addition, the Client will no longer be able to access the web applications (such as the Connected environment and the dealer database) and its data after the termination of the agreement. Upon termination of the agreement, for whatever reason, ECOdrive will not refund any fees to the Client.

Article 4: Delivery and reservation of ownership

1. All (delivery) dates specified by ECOdrive are determined by ECOdrive to the best of its knowledge and will be observed as much as possible. As soon as ECOdrive is aware of a circumstance that may preclude delivery in time, ECOdrive will notify the Client accordingly. In this context, ECOdrive is entitled at all times to make partial deliveries.
2. The delivery date being exceeded, irrespective of the cause, will never give the Client the right to terminate the agreement, not even after notice of default. In that situation, the Client will not be entitled to compensation of any loss of whatever nature.
3. From the moment of delivery and/or installation, the items delivered will be at the other party's expense and risk.
4. If the Client fails or refuses to take delivery of services agreed or goods ordered, the Client will owe ECOdrive compensation which equals the agreed fee or purchase price for the products and/or services not purchased, to be increased by the statutory interest on this amount. The day on which the purchase is refused will count as the day of delivery.
5. A purchase will be deemed to have been refused if agreed products and/or services were offered for delivery to the Client, but delivery proved to be impossible within reason due to circumstances attributable to the Client.
6. ECOdrive reserves the ownership of all products (equipment) supplied and to be supplied until the moment when the Client has fulfilled its associated (payment) obligation on whatever ground.
7. The Client will not be entitled to pledge the items supplied by ECOdrive to third parties or to arrange the transfer of these items until payment has been effected in full.
8. In the event that the Client fails to fulfil any obligation towards ECOdrive, ECOdrive will be entitled, without further notice of default, to take back the goods it owns pursuant to the aforementioned reservation of ownership, without prejudice to the Client's obligation to pay compensation for losses sustained, profits lost and interest.
9. ECOdrive is irrevocably authorised by the Client to do everything on the latter's behalf which ECOdrive considers necessary in order to ensure its rights arising from this article. In particular, these include (but are not limited to) the authorisation to remove the items pertaining to ECOdrive and, for this purpose, to access the premises where these items are kept.
10. If the Client wants to dispose of one or more vehicles in which the ECOdrive products / services have been installed and wants the ECOdrive products to be removed or transferred to a different vehicle, the Client will have to notify ECOdrive of this in writing no later than one month before the disposal date.

Article 5: Installation, service and guarantee

1. The Client must enable ECOdrive and/or a third party engaged by the latter to install and remove

equipment supplied in the vehicles and/or other materials, and to perform maintenance work to equipment already installed, as well as all other operations that may be regarded as 'fitting' or 'fitting work' at a pre-arranged location, date and time.

2. The Client will ensure that a representative of its organisation (for example, the fleet manager) is present during the installation or test drive in order to determine/confirm the correct configuration with the mechanic on the basis of an installation questionnaire. At the time of the test drive, the vehicle must be available with an average load, so that the products and services can be set correctly.
3. The aforesaid questionnaire – completed in consultation with the Client's representative – will be binding for the configuration of the products and services supplied by ECOdrive for the Client's fleet. If the Client subsequently wants to make further adjustments, ECOdrive will be entitled to charge a cost for such work.
4. The Client indemnifies ECOdrive against all liability for any damage caused to the vehicle during the necessary test drive which the mechanic must take when installing the equipment. The Client is therefore permitted to have a third party carry out the test drive, accompanied by the mechanic.
5. The Client will ensure that ECOdrive, or a third party engaged by ECOdrive, gains access to the location or locations where the activities are to be performed at the pre-arranged time. The location or locations must comply with the statutory safety requirements and other government regulations.
6. The Client must make the relevant vehicle and/or other materials available at the agreed time for the performance of the fitting work and will enable ECOdrive to finish work that has been started. The Client will itself be responsible for taking the vehicles out of circulation on the installation day or days and, where applicable, for making replacement transport available to the employee involved.
7. The installation of the products supplied by ECOdrive must be carried out in a covered, wind-proof area at a minimum temperature of 5 degrees Celsius.
8. If the Client fails to provide the facilities referred to in Paragraphs 3, 4 and 5 of this article, or in the event of a 'no-show' (the relevant vehicle or vehicles not being available, or not being available in time), ECOdrive will be entitled to pass on the costs it incurred to the Client.
9. ECOdrive undertakes to provide a standard guarantee period of 12 months on all equipment supplied by ECOdrive, including the associated hours required for fitting or repair work, unless agreed otherwise. The guarantee will cover all costs within ECOdrive's control (and therefore does not include communication costs, vehicle downtime costs, etc.) which are necessary for the correct operation of the equipment or parts thereof, except in the event of a wilful act or omission and/or gross negligence attributable to the Client.
10. In the following situations, ECOdrive will charge the Client for the costs of (undue) inspection and the rectification of defects:
 - Necessary repairs resulting from demonstrable improper, inexperienced and unauthorised use of the equipment, theft or collision damage;
 - Breakdowns resulting from external factors, such as lightning strikes, fire, storm, moisture, vandalism and the influence of other equipment and/or software;
 - Service requests resulting from a change in circumstances on the Client's part, or other circumstances unrelated to the operation of the equipment;
 - Defects which, after inspection, turn out to be unrelated to the products and services supplied by ECOdrive.
11. Neither the Client nor third parties will be permitted to carry out repairs or other work to the equipment, other than normal operation, without ECOdrive's written consent, at the risk of forfeiting the rights under the agreement in respect of the equipment to which that work was performed.
12. If the Client should decide to fit/install the ECOdrive equipment itself, or to have this done by a third party engaged by the Client, Paragraphs 1 to 10 inclusive of this article will not apply.
13. Likewise, any (guarantee) claims will cease to apply if (fraudulent) acts are committed which are contrary to the normal and proper use of the products and services supplied by ECOdrive. Examples include, but are not limited to, broken or damaged sealing caps and/or cable connections, as well as moisture damage, a short-circuit or circuit burn-out.

Article 6: Work by third parties

1. ECOdrive is entitled at all times to engage third parties in order to implement the arrangements made between ECOdrive and the Client.

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2. ECOdrive will never be liable for any damage caused by and/or relating to the work of third parties as referred to in Paragraph 1 of this article.

Article 7: Support

1. During the term of the agreement, the Client may ask ECOdrive for support. Support comprises the right to ask questions about the products and/or services supplied.
2. ECOdrive will endeavour to provide the support needed to the best of its ability. If, in ECOdrive's opinion, the provision of support is impossible for commercial reasons, ECOdrive will not be obliged to provide support.
3. In any case, support does not comprise:
 - structural work, such as defining layouts, overviews, periodic reports, designing algorithms, accounting issues / tax issues, import definitions and links with third-party software;
 - services relating to system configurations, hardware and networks;
 - support on location;
 - extending the functionalities of the web applications at the Client's request;
 - converting and importing files;
 - services relating to external databases of producers other than ECOdrive;
 - installation, configuration, training or other services not expressly specified;
 - support relating to (operating) software of producers other than ECOdrive, which also includes the third-party software that can be started up from the web applications;
 - file repairs, regardless of the manner in which any errors occurred;
 - providing products and/or services that have become newly available;
 - support relating to the Internet connection;
 - support in an environment that is not supported according to the system requirements.
4. In providing support, ECOdrive will be expressly entitled to access the Client's data.

Article 8: Prices and payments

1. All prices applied by ECOdrive are net prices, excluding VAT, import duties and other government levies applicable to the sale and/or supply and/or implementation of the agreement, shipping and transport costs, and excluding fitting and installation costs.
2. The Client must pay ECOdrive's invoices – without any set-off – within 30 days of the invoice date in the manner specified in the invoice. Contrary to the provisions of the previous sentence, subscription amounts must be paid in advance on a monthly basis by direct debit, unless expressly agreed otherwise at the time of the formation of the agreement.
3. If the Client uses an ECOdrive subscription service, all invoices will be sent by e-mail.
4. ECOdrive is entitled to adjust the prices and rates each year. The Client declares that it will agree to any price increases if these do not exceed the CBS Consumer Price Index (series: all households 2007 = 100).
5. If one or more cost factors increase after the formation of the agreement, also if this increase was foreseeable, ECOdrive will be entitled to increase the agreed price accordingly, unless this would be unacceptable according to the standards of reasonableness and fairness.
6. If the Client fails to fulfil its payment obligations, or to do so in time, it will be in default without further notice of default being required and:
 - the Client will owe statutory commercial interest on the outstanding amount;
 - the Client will, in addition, owe the statutory extrajudicial collection costs on the principal sum, in conformity with the graduated scale of the Extrajudicial Collection Costs (Standards) Act [Wet normering buitengerechtelijke incassokosten].

Article 9: Web applications

1. ECOdrive is entitled, at its discretion, to make alterations to the web applications in the form of updates, upgrades, customer-specific adjustments, etc., insofar as ECOdrive considers these to be important for the (general) use of the web applications.
2. If desired, ECOdrive can provide the Client – at a charge – with an API link, thus enabling the Client to retrieve the information made available by ECOdrive independently.
3. ECOdrive is entitled to (temporarily) disable access to the web applications or to restrict its use,

insofar as this is necessary for the purpose of (preventive) maintenance or the execution of adjustments or improvements to one or more ECOdrive services, without this giving the Client the right to claim compensation from ECOdrive. ECOdrive will endeavour to keep this to a minimum.

4. ECOdrive will be entitled at all times to restrict or block the Client's access to the web applications, if the Client fails to fulfil one or more of its obligations under the agreement concluded between the parties or under these General Terms and Conditions (including – but not limited to – failure to meet its financial obligations, or to do so in time). Once the Client has remedied its failure to comply, ECOdrive will again grant it (full) access.
5. ECOdrive will be entitled at all times to restrict or block the Client's access to the web applications, without having to state its reasons, if there is a suspicion of abuse or other improper use.
6. If the Client still wants to receive registered data from the web applications after the agreement with ECOdrive has come to an end, ECOdrive will be entitled to charge a cost in this respect.

Article 10: Information and data storage

1. All information and data will be stored on a database managed by a third party engaged by ECOdrive (being the manufacturer Pardoel Automotive B.V. in 's-Hertogenbosch), whereby Article 6 ('Work by third parties') will be expressly observed. By accepting the agreement and these General Terms and Conditions, the Client consents to this.
2. ECOdrive undertakes to ensure the careful storage of data or information provided by the other party. Subject to proof to the contrary, ECOdrive will be deemed to have fulfilled this obligation.
3. The information or data which is generated by means of the products and/or services supplied by ECOdrive may contain inaccuracies. These may be due, for example, to the lack of (full) GPS cover, the lack of (full) GSM/GPRS/UMTS/3G/4G/5G cover and other (future) network infrastructures, irregularities in the power supply of the object in which ECOdrive fitted the items, irregularities on the part of the Internet provider of ECOdrive or the Client, or in local equipment used by the Client in order to obtain Internet access. The Client is therefore unable to derive any rights in respect of the completeness and accuracy of the information displayed.
4. Insofar as the Client processes personal data using the web applications, the Client will be the controller within the meaning of the General Data Protection Regulation in this respect and will be deemed to have obtained any permission that may be required. The Client guarantees that it processes the personal data in a lawful manner. ECOdrive will process the personal data only by order of the Client and in accordance with the Client's instructions, which also include the provisions of the present terms and conditions.
5. Where necessary, the parties will conclude a data processing agreement, under the Client's responsibility, for the purpose of the processing of personal data referred to in Paragraph 4 of this article.
6. The Client will bear the risk of the data or information stored at ECOdrive or third parties being damaged or lost and of inaccuracies in the reports or data, unless such damage or loss is attributable to a serious fault, gross negligence and/or a wilful act on the part of ECOdrive, subject to Article 13 ('Force majeure') of these terms and conditions.
7. ECOdrive guarantees that all the Client's information and data will be retained for a minimum period of seven years. If this data should be requested after the subscription period, ECOdrive will charge a cost. After this period, ECOdrive will be entitled to remove all the data.
8. The Client will remain the owner of its data during the term of the agreement, provided that the payment obligations set out in Article 8 have been fulfilled.
9. ECOdrive will not be obliged to comply with the request referred to in Paragraph 6 of this article if ECOdrive never received full payment from the Client in accordance with Article 8.
10. ECOdrive will apply the statutory retention period in retaining data on its systems, whereby the start date will be the drive-away date reported (the first day on which the vehicle was on the road following the installation of the products). The Client must itself observe the applicable retention periods for its own administrative records and the associated data.

Article 11: Obligations of ECOdrive

11. ECOdrive endeavours to ensure optimum availability of data and access to the web applications.

12. ECOdrive guarantees that regular internal and external back-ups will be made of the data within the web applications. The external back-up will only be made on the grounds of internal security, for example in the event of emergencies such as a major power failure or a fire. This back-up will not be provided to the Client. Pursuant to Article 12, the Client will be deemed to make regular back-ups itself.
13. ECOdrive guarantees that the data within the web applications is secured as well as possible within reason against loss, theft and unauthorised access.
14. Subject to the provisions of Article 7.4, ECOdrive will refrain from accessing the Client's data and will not make data available to third parties, unless ECOdrive is obliged to do so pursuant to the law or a court ruling.

Article 12: Obligations and cooperation of the Client

1. Upon concluding the agreement, the Client undertakes to provide ECOdrive in good time with all information that is necessary, relevant and/or useful for the performance of this agreement.
2. The Client must comply with reasonable instructions, guidelines and directions issued by ECOdrive in relation to the use of the ECOdrive products and/or services.
3. The Client will see to the proper operation of its hardware and software, configuration, peripheral equipment and Internet connection required for the use of the ECOdrive products and/or services.
4. The Client is responsible for the correct use and correct application of the products and/or services supplied, and for their adequate protection.
5. The Client guarantees that all users in its name will handle the access to the web applications and the information obtained from these applications in a responsible manner, while the Client will also irrevocably retain and/or accept responsibility for any information added by these users to the web applications.
6. The Client will not cause any kind of nuisance or damage to ECOdrive or its customers in using the ECOdrive products and/or services, this being at ECOdrive's discretion. The Client is not permitted to perform any acts which may be assumed to be potentially harmful to the systems of ECOdrive or its customers.
7. The Client is not permitted to use the ECOdrive products and/or services in a manner that breaches statutory provisions, the present terms and conditions, or final court rulings.
8. The Client will be responsible for the content and correctness of the data within the web applications. ECOdrive will never be liable for the data produced or brought about through the use of any ECOdrive products and/or services. The Client itself will always remain responsible for its administrative records and the correctness of these records. In the event of (apparent) inaccuracies or discrepancies, the Client will have to report this to ECOdrive in good time.
9. The Client must itself make regular back-ups of all data via the web applications. Under no circumstances will ECOdrive be liable for the costs of reproducing mutilated or lost data, or for (consequential) losses or loss of profits on the Client's part.
10. If the Client fails to fulfil its obligations arising from these terms and conditions, ECOdrive will be entitled to restrict or suspend the Client's use of the web applications, without prior notification.
11. With regard to vehicles that are used over relatively short distances (less than 150 kilometres per week) and/or frequently remain unused (longer than four days), it must be borne in mind that the battery to which the ECOdrive hardware is connected may run down more quickly because of this hardware. In those situations, the Client will itself be responsible for recharging these batteries in good time. Under no circumstances will ECOdrive be responsible for any resulting losses.
12. The Client must itself periodically check and adjust the odometer readings.

Article 13: Force majeure

1. In the event that ECOdrive is unable to meet its commitments under the agreement concluded with the Client and this is due to non-attributable non-performance on the part of ECOdrive and/or on the part of the third parties or suppliers engaged for the implementation of the agreement, or due to another (important) reason on ECOdrive's part, ECOdrive will be entitled to terminate the agreement concluded between the parties, or to suspend the fulfilment of its obligations towards the Client during a reasonable period of its choosing, without being obliged to pay any compensation. If the aforesaid situation arises when the agreement has been implemented in part, the other party will have to fulfil its obligations towards ECOdrive up

to that moment.

2. Circumstances involving non-attributable non-performance will include the following: war, riot, mobilisation, civil commotion in the Netherlands or abroad, government measures, industrial action and lock-outs by employees or incapacity for work on the part of employees, or a threat of these and similar circumstances; distortion of the exchange rates existing at the time of the conclusion of the agreement; operational breakdowns due to fire, an accident or other incidents, as well as natural phenomena, all this irrespective of whether the non-performance or late performance occurs at ECOdrive, its suppliers or third parties engaged by it for the fulfilment of the commitment.
3. If ECOdrive has already fulfilled its obligations in part when the force majeure commences, or can only fulfil its obligations in part on account of the force majeure, it will be entitled to send a separate invoice for the performance already delivered or the part of the performance that can be delivered, and the other party or the Client will have to pay this invoice as if it concerned a separate agreement.

Article 14: Liability

1. Except where special statutory provisions exclude a limitation of ECOdrive's liability for losses that are the result of a wilful act or a serious fault, ECOdrive will only be liable for losses as described in the following paragraphs of this article.
2. In the event of property damage, ECOdrive's liability will in any case be limited to the current market value of the vehicle at maximum. In both situations, a series of related events will count as one event.
3. In view of the nature of the technical and electronic service and the associated uncertainties and possible discrepancies, ECOdrive will never be liable for:
 - Indirect losses, lost profits, missed savings, reduced goodwill, losses due to business interruption, losses resulting from penalties imposed by third parties, losses resulting from claims submitted by the Client, mutilation or loss of data, losses relating to the use of third-party items, materials or software prescribed by the Client to ECOdrive, and consequential losses, irrespective of the nature of the act (breach of contract, unlawful act or otherwise), even if ECOdrive was notified of the chance of such losses arising;
 - Any losses of whatever nature sustained by the Client due to the web applications being temporarily unavailable, not correctly available or not completely available. The Client will never be able to hold ECOdrive liable for such losses;
 - Any losses of whatever nature sustained by the Client due to the operation or failure to operate of software of the Client or of third parties, of equipment of the Client, ECOdrive or third parties, or of Internet connections of the Client, ECOdrive or third parties;
 - Any losses of whatever nature sustained by the Client due to incorrect accounting records which were rejected by the Tax and Customs Administration, or are not accepted by the Tax and Customs Administration for whatever reason or reasons. The Client will at all times be responsible itself for obtaining the (advance and retrospective) approval of the Tax and Customs Administration;
 - Any losses of whatever nature sustained by the Client due to incorrect accounting records which were rejected or are not accepted by any other authority;
 - ECOdrive accepts no liability for the incorrect, incomplete or overdue submission or receipt of data sent to ECOdrive via the web applications;
 - Any (technical) damage to (parts of) the vehicle, including – but not limited to – damage to the (electric) battery, (automatic) transmission, soot filter, accelerator pedal faults, EGR (Exhaust Gas Recirculation) and the power train of the vehicle, unless the causal relationship between the ECOdrive services and products and the damage has been incontrovertibly established.
4. Insofar as ECOdrive is unable to rely on the exclusions from liability or limitations of liability described in this article, its liability will at all times be limited per event to an amount equalling 50% of all the amounts invoiced to the Client during the six months preceding its default, reduced by any amounts credited to the Client by ECOdrive during that period. Insofar as ECOdrive is also unable to rely on the limitation referred to in this article, ECOdrive's liability will in any case be limited to the current market value of the vehicle at maximum.
5. ECOdrive can never be held liable for an act or acts which ECOdrive is ordered to perform through a court ruling or judicial writ of execution.
6. ECOdrive can never be held liable for matters in which the Client itself performed a deliberate act.

7. The Client acknowledges and accepts that the fee for the products and/or services supplied and/or made available was determined subject to the limitation of liability as referred to in this article.
8. The Client acknowledges and accepts that the web applications can never be perfect or 100% free from flaws and that not all flaws can or will be rectified.
9. The Client indemnifies ECOdrive against third-party claims arising from or relating to the agreement concluded and/or the present terms and conditions, unless the Client could have enforced these claims against ECOdrive, subject to the provisions of this article, if the Client had itself sustained the losses.
10. In all cases, ECOdrive will only be liable on account of attributable failure to perform an agreement with the Client if the Client promptly gives ECOdrive proper notice of default in writing, granting it a reasonable period in which to remedy the failure, and ECOdrive persists in the attributable failure to fulfil its obligations after that period has expired. The notice of default must describe the failure as completely and in as much detail as possible, so as to enable ECOdrive to provide an adequate response.
11. Any right to compensation will lapse in any case if the Client fails to take measures in order to (I) limit the loss immediately after it arose; (II) prevent other or additional losses from arising; and (III) if the Client fails to notify ECOdrive of the loss and provide it with all the relevant information as soon as is reasonably possible.
12. Any claim for compensation against ECOdrive will expire by the mere lapse of 24 months after the inception of the claim.
13. The Client will refrain from holding any company or companies affiliated to ECOdrive liable for whatever damage and/or costs, irrespective of any managerial position held by this company or these companies.
14. If ECOdrive installs other items in the vehicle by order of the Client (e.g., taxi meters and suchlike), only the installation of that item – in conformity with the instructions – will be at ECOdrive's expense. Any liability on the part of ECOdrive – and the third party it has engaged – for products and services not supplied by ECOdrive itself (and their operation or failure to operate) is excluded.

Article 15: Intellectual property rights

1. All copyrights, patent rights, trade name rights, installation schedules and vehicle fitting instructions, trademark rights, other intellectual and industrial property rights, as well as all similar rights to protection of information in respect of the web applications, the products, services and any other documentation, are vested exclusively in ECOdrive and/or its licensor or licensors.
2. It is only when the amounts owed to ECOdrive pursuant to an agreement concluded have been paid in full that the Client will have a non-exclusive right to use the web applications. The web applications and associated software objects will remain the property of ECOdrive at all times.
3. The Client is not permitted to alter, remove or render unrecognisable any indication of ECOdrive's intellectual property rights on or in the ECOdrive web applications, products, services or other documentation. The Client is not permitted to use or register any ECOdrive trademark, design or domain name or a corresponding name or mark in any country anywhere in the world.
4. If the order for the supply and/or performance of the activities is not awarded to ECOdrive, the recipient of the quotation undertakes to return all documentation, comprising recommendations, reports, drawings, designs, (software) models etc., to ECOdrive within three working days of the date of the decision. Reproduction of the documents referred to above will not be permitted. If ECOdrive finds that its intellectual property rights are or have been used unlawfully (by the Client or a third party), it reserves the right to impose an immediately due and payable penalty of EUR 15,000 on the Client, without further notice of default being required and without prejudice to ECOdrive's right to claim full compensation in this respect.

Article 16: Default

1. Except in the special situations referred to in other articles, a party will only be in default after written notice of default.
2. After this notice of default, the other party will endeavour to fulfil the obligations arising from the agreement, with due observance of a reasonable period.

Article 17: Confidentiality

1. Neither ECOdrive nor the Client will disclose any confidential information regarding the other party or use such information for a purpose other than that for which the confidential information was obtained.
2. Both ECOdrive and the Client will take all reasonable precautionary measures in order to fulfil their obligations of confidentiality. None of the provisions of this article will impose any limitation on the receiving party in respect of information or data – which may or may not be identical or similar to the information or data included in the confidential information – if this information or data: (I) was already in the receiving party's lawful possession before it was obtained from the party concerned; (II) was developed independently by the receiving party, without information or data of the party concerned being used; (III) is or becomes generally known or is made generally accessible, otherwise than through an act or omission of the receiving party; or (IV) is disclosed to the receiving party by a third party, without an obligation of confidentiality towards the party concerned being breached.
3. The obligations of confidentiality under this article will not apply insofar as confidential information of the other party must be disclosed pursuant to the law, a by-law, a court order or a decision of a government body, on condition that the receiving party makes every effort to limit the scope of that disclosure and notifies the party concerned in advance of such a proposed disclosure.
4. Both ECOdrive and the Client guarantee that their staff members and any third parties engaged will fulfil the obligations of confidentiality described in this article.
5. The confidentiality also extends to the contents of the agreement concluded between the parties.

Article 18: Other provisions

1. In view of the electronic nature of the service, the Client must notify ECOdrive as soon as possible of any discrepancies in the administrative records (e.g., a difference between the odometer reading in the car and the electronic registration via ECOdrive) if these have not yet been established by ECOdrive.
2. The applicability of all or part of any purchase conditions or other general terms and conditions of the Client is hereby expressly rejected, unless ECOdrive has expressly accepted such applicability in writing.

Article 19: Cancellation / termination

3. Without prejudice to the provisions of the other articles of these terms and conditions, the agreement concluded between ECOdrive and the Client may be terminated, without judicial intervention and without any notice of default being required, at the moment when the Client is declared bankrupt or applies for a provisional or definitive moratorium, if an executory attachment is made against the Client, or if the Client is placed under guardianship or administration or otherwise loses the power of disposal or legal capacity in respect of all or part of its assets.

Article 20: Data protection

1. ECOdrive and the Client will at all times fulfil the obligations arising from the data protection legislation in force. The present article is supplementary to the parties' obligations pursuant to data protection legislation and does not serve to release or exempt the parties from those obligations or to replace those obligations. Where the terms 'processor', 'data manager' and 'personal data' are used, these will have the meanings assigned to them in the General Data Protection Regulation.
2. Without prejudice to the overall validity of Article 20.1 of these General Terms and Conditions, the Client will ensure that it holds all the requisite notifications and has ascertained itself of the correct legal basis for the lawful transfer of personal data to ECOdrive for the duration and purposes of the agreement.
3. Where ECOdrive or one of the third parties engaged by it, in the context of fulfilling its obligations under the agreement, processes personal data as the processor on behalf of the controller in the capacity of data manager, ECOdrive and the third parties engaged by it (which will be monitored by ECOdrive) will, during the term of the agreement:
 - i) Fulfil the obligations of a processor in accordance with the most recent applicable local data protection legislation and the European Regulation on Privacy and Electronic Communications, including subsequent laws and regulations;
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- ii) Act only in accordance with the written instructions from the Client in processing personal data provided to it pursuant to the agreement and keep a record of all such processing operations, unless ECOdrive is obliged to act otherwise pursuant to legislation in a Member State of the European Union. Where ECOdrive relies on applicable law as the basis for processing personal data, ECOdrive will, prior to the processing, notify the Client of this statutory requirement via the data processing agreement, unless such notification of the Client is not permitted under that applicable law;
 - iii) Comply with the Client's instructions regarding the processing of personal data, as these instructions are issued and amended from time to time by the Client;
 - iv) At all times take all necessary technical and organisational measures so as to provide protection against unauthorised or unlawful processing of personal data, unforeseen loss, destruction or damage of personal data, in a manner that is appropriate in view of the losses that might be sustained as a result of unauthorised or unlawful processing or unforeseen loss, destruction or damage, taking into account the nature of the data to be protected, the latest technological developments and the costs of implementation. A detailed description of the technical and organisational measures will be made available to the Client via the ECOdrive website;
 - v) Ensure that only well-trained staff members have access to and will process personal data, and will be obliged to maintain confidentiality in respect of the personal data;
 - vi) Not transfer personal data to a location outside the EU without the Client's prior written consent;
 - vii) Inform the Client immediately upon receipt of a complaint, notification or announcement relating directly or indirectly to the processing of personal data under the agreement, and lend full cooperation and assistance in connection with such complaints, notifications or announcements;
 - viii) Notify the Client immediately and in any case within five days upon receipt of a request from a data subject to gain access to that data subject's personal data and lend the Client full cooperation and assistance, at the Client's expense, in responding to a data subject's request, and assure the Client that they will fulfil their obligations under the data protection legislation with regard to security, notification of violations, evaluation of the consequences of a breach and consultation with regulators or legislators;
 - ix) Keep complete and accurate records and data in order to demonstrate that they comply with this Article 20.3, and allow the Client and its authorised representatives to monitor fulfilment by ECOdrive or its subcontractors of ECOdrive's obligations towards the Client under the agreement in connection with the processing of personal data by ECOdrive in its capacity of processor; j. Notify the Client immediately, and in any case within 48 hours, when they detect a breach of the privacy of personal data. Such a notification will contain information about: the nature of the breach, where further information can be obtained about the breach, the recommended measures to reduce the adverse consequences of the breach, the technical details of the personal data breach, the actual and expected consequences of the breach, and the manner in which the data manager responded or intends to respond to these consequences;
 - x) On the Client's written instructions, remove personal data and provide copies thereof upon termination of the agreement, unless the personal data must be retained pursuant to applicable law; and l. Keep an internal register of breaches containing an overview of all the breaches established by the processor that have or may have serious adverse consequences for the protection of personal data.
4. ECOdrive will not outsource its obligations to a sub-processor without the Client's prior written consent, unless such a sub-processor undertakes, by means of a written agreement, to fulfil essentially the same obligations as those imposed on ECOdrive under the agreement. ECOdrive will inform the Client of its intention to appoint a sub-processor, and the Client will have the right to raise reasonable objections to the appointment of a new sub-processor if the Client has substantial and legitimate reasons to object to that specific sub-processor. The Client will inform ECOdrive of such objections in writing as soon as possible after receiving the notification concerning that sub-processor. The addition or removal of a sub-processor should not adversely affect the level of protection under the agreement, which level should not fall below the level that applies at the moment when the agreement is signed.
5. The Client has the right, following a written request, to obtain information from ECOdrive about the contents of the agreement and the fulfilment of the obligations regarding data protection within the outsourcing relationship, where necessary by inspecting the contract documents concerned. In the event that the sub-processor fails to fulfil its obligations under such a written agreement,

ECOdrive will remain fully liable towards the Client for the fulfilment of the sub-processor's obligations.

6. The Client may serve a summary of additional information and changes on ECOdrive from time to time, in which ECOdrive is requested to provide, within the time frame and in the format specified in the summary of additional information and changes, such information as the Client may require within reason in respect of: a. fulfilment by ECOdrive or its subcontractors of ECOdrive's obligations towards the Client under the agreement in connection with the processing of personal data by ECOdrive in its capacity of processor; and b. the rights of persons to which such personal data relates, including the access rights of such persons.
7. The parties agree that, at the Client's request, they will lay down and include all relevant data in the standard contractual clauses, as approved by the European Commission.
8. The parties agree that they will cooperate in registering the standard contractual clauses, as defined in the GDPR, with a regulator in a Member State of the European Economic Area or in obtaining the approval of such a regulator where such approval is required, and that they will, without restriction, provide additional information about the transfer as referred to in the standard contractual clauses if such a regulator should demand or request this.
9. The parties acknowledge their arrangement that the Client will respond to requests for information from data subjects and the regulator concerning the processing of personal data by the supplier.
10. Irrespective of ECOdrive's obligations as a processor, ECOdrive will notify the Client immediately upon receipt of a lawful request from a government body and/or judicial body, if this request relates to the Client's personal data. The Client may decide as it sees fit to deal with this request.
11. If ECOdrive has or should have reason to doubt the qualification of a data set or an individual piece of data or information as 'personal data', or vice versa, ECOdrive will first consult with the Client before taking a decision about the processing of this data or information. Such data will also comprise, but not be limited to, data derived from user data or content generated by the Client/user.

Article 21: Applicable law and competent court

1. These terms and conditions and other agreements between ECOdrive and the Client will be governed exclusively by Dutch law. All disputes arising from the agreement will also be settled under Dutch law.
2. All disputes – including those which are regarded as such by only one of the parties – arising from or relating to these ECOdrive terms and conditions or the ECOdrive agreement, or the non-performance, termination or invalidity of that agreement, will be submitted to the competent court of the District of Oost-Brabant.
3. With regard to disputes arising from agreements concluded with clients based outside the Netherlands, ECOdrive will be entitled to act in conformity with Paragraph 2 of this article.
4. Any international treaty regarding the purchase of movable tangible property whose effect may be excluded between the parties will not be applicable and is hereby expressly excluded. More in particular, the applicability of the Vienna Sales Convention 1980 (CISG 1980) is expressly excluded.