



GETRU Bedrijven

TERMS AND CONDITIONS / PRIVACY STATEMENTS

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GENERAL TERMS AND CONDITIONS OF THE PRIVATE COMPANY WITH LIMITED LIABILITY
GETRU LOGISTICS B.V.

listed in the Trade Register of the Chamber of Commerce, under file number 58799036

Article 1. Definitions

In these general terms and conditions, the following terms have the following meaning:

- 1.1. General Terms and Conditions: the current general terms and conditions of Getru;
- 1.2. AVC: the General Transport Conditions 2002 ('Algemene Vervoerscondities 2002'), or at least a version of these conditions filed at the conclusion of this agreement;
- 1.3. CMR Convention: the Convention on the Contract for the International Carriage of Goods by Road;
- 1.4. Getru: the private company with limited liability Getru Logistics B.V. and all its affiliated companies and/or third parties designated or to be designated by Getru Logistics B.V.;
- 1.5. Principal: the natural or legal person who or that has entered into an agreement with Getru or wishes to enter into such an agreement with Getru, and who or that has made an offer to Getru in that respect, or to whom or which Getru has made such an offer/quotation;
- 1.6. Parties: Getru and Principal together.

Article 2. Applicability of the General Terms and Conditions

- 2.1. These General Terms and Conditions apply to all services provided by Getru in its capacity as carrier, to all agreements entered into between Parties, to all offers made and/or order confirmations issued by Getru, as well as to all activities that are performed by one of Getru's affiliated parties and/or third parties, whether or not indirectly by order of Getru.
- 2.2. These General Terms and Conditions exclude all of Principal's other general terms and conditions. The applicability of Principal's own general terms and conditions is hereby expressly rejected by Getru, unless expressly agreed upon otherwise by Parties. If the General Terms and Conditions of Getru and the general terms and conditions of Principal are jointly applicable, the General Terms and Conditions of Getru will prevail in the event of any conflicting provisions.
- 2.3. As soon as an agreement has been entered into to which these General Terms and Conditions apply, the latter are equally applicable, without execution, on any future offers made and/or order confirmations issued by Getru, as well as any agreements/legal acts between Parties. In that case, the General Terms and Conditions will be considered to be read and accepted by Parties. Principal accepts that in that case the General Terms and Conditions need not be submitted again.
- 2.4. These General Terms and Conditions can only be deviated from by written agreement and in so far as Getru is represented in that respect by an officer who is authorised to do so by virtue of Getru's Articles of Association or otherwise by a competent person who is designated as such by Getru. Such deviations have no binding effect on other or, as the case may be, later agreements/legal acts between Parties.

- 2.5. In addition to the General Terms and Conditions, the AVC also apply to all agreements/legal relationships between Parties. The AVC are, for instance, expressly applicable to all situations in which Getru awards a contract regarding national road transport to a third carrier under an agreement/legal relationship between Parties.
- 2.6. In addition to the General Terms and Conditions and the AVC, the CMR Convention also applies to all agreements/legal relationships between Parties with respect to international road transport. The CMR Convention, for instance, expressly applies to all situations in which Getru awards a contract regarding international road transport to a third carrier under an agreement or, as the case may be, a legal relationship between Parties.
- 2.7. Subject to any mandatory provisions, the following rules of precedence will apply in the event of any conflict between the General Terms and Conditions, the AVC, the CMR Convention and/or other conventions, laws and/or legal provisions:
1. the General Terms and Conditions;
 2. the CMR Convention;
 3. the AVC;
 4. other conventions, laws and/or legal provisions (such as Book 8 of the Dutch Civil Code).
- 2.8. If one or more provisions of these General Terms and Conditions prove null and void or are voided, the other provisions of these General Terms and Conditions will remain in full force.
- 2.9. Getru reserves the right to amend the General Terms and Conditions unilaterally in the interim at all times and without prior notice. The amended version will apply as soon as Getru has sent a copy of the amended General Terms and Conditions per email and/or mail to the last email and/or postal address of Principal known to Getru, and/or Getru has posted the amended General Terms and Conditions on its website and/or Principal has been notified by Getru of the amended General Terms and Conditions in another way. The latest version of the General Terms and Conditions will always apply to agreements and other legal relationships between Parties that are entered into afterwards as well as in those situations in which different versions of these General Terms and Conditions can be deemed to apply.

Article 3. Offers and conclusion of the agreement

- 3.1. All offers/quotations made by Getru are non-binding; Getru is entitled to revoke any offer that it has made free of obligation within forty-eight (48) hours after acceptance. An assignment to carry out work will be given orally, in writing or electronically.
- 3.2. Getru cannot be held to an offer/quotation if this offer/quotation contains an apparent wording or printing error that can reasonably be recognised as such by Principal.
- 3.3. Written assignments and requests for quotation by Principal must be accompanied by a clear description of the assignment. Getru will assume that the data provided by Principal are accurate and base its offer/quotation on them. Any damage arising from the inaccuracy or incompleteness of these data will be at the expense of Principal.
- 3.4. In the event that the quotation is not accepted, Getru will be entitled to charge all reasonable costs regarding the preparation of the offer/quotation to Principal if Getru has stipulated such before submitting the offer/quotation.
- 3.5. An agreement will be deemed to be entered into as soon as the assignment has been confirmed by Getru, whether or not in writing, or in the event that Getru has already started executing the assignment and Principal did not challenge this on the very same day, or in the event that an offer by Getru has been accepted by Principal orally or in writing.
- 3.6. Agreements/legal relationships as well as amendments thereto can only be entered into in writing by an officer who is authorised to do so by virtue of Getru's Articles of Association or otherwise by a competent person who is designated as such by Getru. Getru will not be held to any agreements/legal relationships or, as the case may be, arrangements and amendments thereto with employees of Getru, unless the former are confirmed by an officer who is authorised to do so by virtue of Getru's Articles of Association or otherwise by a competent person who is designated as such by Getru. At Principal's first request, Getru will indicate which person within its enterprise is (otherwise) authorised to enter into or to amend agreements or, as the case may be, arrangements.

Article 4. Prices

- 4.1. All prices are exclusive of VAT and exclusive of all other statutory levies. All prices are stated in euros, unless otherwise expressly agreed in writing.
- 4.2. Prices are charged in accordance with the rates agreed upon by Parties or, in absence thereof, in accordance with the rates that are normally used by Getru at the moment the agreement is executed.
- 4.3. Getru has the right to adjust the rates unilaterally; in the event that such price adjustment takes place within three months after the agreement has been entered into, Principal has the right to terminate the agreement.

Article 5. Execution of the agreement

- 5.1. In the event that nothing is expressly stated in the agreement about shipping, Getru will determine the manner of transport, shipment, packing, etc., such in accordance with good business acumen.
- 5.2. During the execution of the agreement entered into by Parties as well as all related activities, Getru has the right to engage an affiliated company of Getru and/or a third party if, in the opinion of Getru, this is necessary for the proper and timely execution of this agreement. Principal is held to cooperate with Getru, throughout which Getru will remain responsible for the proper execution of the agreement.
- 5.3. Additional costs as a result of any special wishes of Principal regarding the execution of the agreement entered into by Parties, such as the desired manner of transport and/or shipment, will be carried by Principal. In the event that the level of these costs has not been agreed upon (in writing) by Parties in advance, this level will be established on the basis of Getru's accounts, subject to any evidence to the contrary submitted by Principal.

Article 6. Liability

- 6.1. In the event of damage or loss, as well as delay in the delivery, Getru, its affiliated companies or any carriers/third parties engaged by Getru are only liable in accordance with the provisions of Book 8 of the Dutch Civil Code and those of the CMR Convention and the AVC.
- 6.2. Without prejudice to the mandatory liability provisions and the liability pursuant to the preceding paragraph, all liability by Getru, its affiliated companies or any carriers/third parties engaged by Getru for damage of whatever nature, irrespective of how it is named, is excluded, with the sole exception of intent or wilful recklessness on the part of Getru, its affiliated companies or any carriers/third parties engaged by Getru, such with the express exclusion of their employees. If Getru and/or any affiliated company of Getru and/or any carrier/third party engaged by Getru is still liable in the event of intent or wilful recklessness of their personnel, the following paragraph will apply *mutatis mutandis*.
- 6.3. The liability of Getru, its affiliated companies or any carriers/third parties engaged by Getru will in any event at all times be limited to:
 - a. the direct damage, including (i) damage to property, (ii) the costs that were reasonably incurred to ascertain the cause and scope of the damage in so far as it relates to direct damage within the meaning of this article, (iii) the costs that were reasonably and demonstrably incurred to ensure that Getru's defective performance will meet the requirements of this agreement in so far as these costs can be attributed to Getru, and (iv) the costs that were reasonably and demonstrably incurred by Principal to prevent or limit the loss, in so far as Principal has demonstrated that these costs have resulted in a limitation of

- the direct damage within the meaning of this article. Getru will never be bound to compensate indirect damage. Indirect damage is taken to mean all damage that is not direct damage, including at least, but not limited to consequential damage, loss of income or business opportunities, loss of profit and damage as a result of business interruption;
- b. the amount that the liability insurer will pay out, where relevant.
- 6.4. Principal will indemnify Getru, its affiliated companies or any carriers/third parties engaged by Getru against all claims by third parties, the costs of legal assistance, including, but not limited to costs related to or arising from the agreement between Parties that cannot be attributed to Getru, with the exception of costs resulting from intent or wilful recklessness by Getru, its affiliated companies or any carriers/third parties engaged by Getru.

Article 7. Complaints

- 7.1. Principal or, as the case may be, the addressee or recipient is obliged, upon receipt of the related goods, to inspect them. Any visible defects, errors, imperfections and/or deficiencies must be recorded on the waybill upon delivery.
- 7.2. Other deficiencies and complaints, such as any complaints with respect to the manner in which the assignment would have been executed by Getru or the carriers/third parties engaged by Getru, must be submitted to Getru in writing stating the exact deficiency, within seven (7) days after the deficiency has been discovered or should reasonably be discovered, such subject to forfeiture of rights.
- 7.3. In the event that the aforementioned complaints have not been notified to Getru within the above term, the goods will be deemed to have been received in good order or, as the case may be, the order will be deemed to have been executed in accordance with the agreement.
- 7.4. Submitting a complaint does not eliminate any obligations by Principal, nor does it grant Principal the right to suspend its obligations.
- 7.5. Subject to any mandatory provisions, the right to complain will expire in any event after twelve (12) months after execution of the assignment.
- 7.6. Getru must be given the opportunity to investigate the complaint. In the event of unjustified complaints, Getru is at liberty to charge the costs of the investigation to Principal.

Article 8. Payment

- 8.1. The carriers/third parties engaged by Getru will charge the (freight) costs incurred to execute the agreement entered into by the respective carrier/third party and Getru, to Getru. Getru will pass these costs on to Principal. These (freight) costs will be due and payable by prepaid shipment as from the moment that the waybill has been handed over to Getru, or as from the moment that Getru has accepted the assignment.

- 8.2. In the event that Parties have agreed that Getru should engage a carrier/third party to deliver the goods by non-prepaid shipment, Principal or, as the case may be, the addressee is obliged upon receipt of the goods to pay the freight as well as all other costs payable regarding the transport. In the event that the addressee is a person other than Principal and the addressee does not settle these costs upon receipt of the first reminder, the Principle will be, together with the addressee, liable to Getru to compensate these costs.
- 8.3. In the event that Getru or any carrier/third party engaged by Getru – other than by non-prepaid shipment in accordance with the provisions of the preceding paragraph – charges the freight costs regarding the execution of the agreement entered into between Parties to the addressee or any third party, such at the request of Principal, Principle will be, together with this addressee or third party, liable towards Getru to compensate these amounts in the event that this addressee or third party does not settle these costs upon receipt of the first reminder.
- 8.4. All invoices submitted by Getru must be paid within fourteen (14) days of the invoice date, unless another payment term has been agreed.
- 8.5. Invoices are deemed to be accepted and approved by Principal if Getru has not received a written objection within eight (8) days of the invoice date. Any objection timely submitted by Principal does not lift Principal's payment obligations, nor does it grant Principal the right to suspend its obligations.
- 8.6. All rights of Principal to suspend or offset its (payment) obligations are excluded.
- 8.7. In the event that Principal has not paid within the payment term stated in the fourth paragraph of this article, Principal is in default by operation of law, without any further notice of default being required. From that moment, Getru is entitled to compensation in the amount of the higher of an interest of 3% per month (or part thereof) or the statutory commercial interest rate. This interest will be payable as from the day on which the payment should have been made at the latest.
- 8.8. In the event that Principal is in default with respect to the (timely) fulfilment of its obligations, all reasonable costs incurred to obtain an out-of-court settlement will be carried by Principal's. In any event, Principal will owe collection costs in the event of a money claim. The collection costs will amount to 15% of the outstanding principal sum, plus interest, with a minimum amount of €300 (exclusive of VAT). In the event that Getru incurs any costs that were reasonably needed, such costs also qualify for compensation. Any reasonable legal and execution costs will also be carried by Principal.
- 8.9. Payments will first go towards reducing the costs, subsequently the interest (due) and finally the principal sum, whereby payments will be used first to settle the longest outstanding invoice(s), irrespective of Principal's description of the payment.
- 8.10. Principal can never rely on a deferral of payment or, as the case may be, a payment schedule regarding a previous assignment, whether expressly granted or not, that deviates from the payment term included in the fourth paragraph of this article.

- 8.11. Getru is at all times entitled to make a payment to Principal in discharge of an obligation of one of its affiliated companies.
- 8.12. Furthermore, Getru is at all times entitled to offset receivables from or payables to Principal against one of its affiliated companies' payables to or receivables from Principal.
- 8.13. With regard to paragraphs 2 and 3 of this article, these General Terms and Conditions also apply to the third parties mentioned in these provisions.

Article 9. Termination and suspension of the agreement

- 9.1. Without any further notice of default being required and without being held to any damages, Getru is entitled to terminate the agreement in full or in part with immediate effect or to suspend the fulfilment of its obligations thereunder, in the event that:
- a. Principal does not fulfil or does not fulfil on time or does not fulfil fully its obligations under the agreement(s) with Getru;
 - b. Getru has reasonable grounds to fear that Principal will not fulfil or will not fulfil in time or fully its obligations under the agreement(s) with Getru;
 - c. Principal is declared bankrupt or has been granted a moratorium;
 - d. Principal is allowed to restructure its debts under the Dutch Debt Management (Natural Persons) Act ('Wet Schuldsanering Natuurlijke Personen') or has submitted a request to do so or is otherwise put under guardianship or under administration;
 - e. Principal's properties or receivables are attached;
 - f. Principal (legal person) is liquidated or otherwise terminated;
 - g. Principal (natural person) is put under guardianship or deceases;
 - h. Getru, upon entering into this agreement, has requested Principal to provide security for the fulfilment of the agreement and this security failed to materialise or is insufficient;
 - i. (a part of) the control over Principal is transferred or, as the case may be, changes or Principal undergoes a legal merger or division, or moves abroad.
- 9.2. In the event that the agreement is terminated, Getru's receivables from Principal are immediately due and payable.
- 9.3. In the event of imminent financial problems, expressly including, but not limited to a petition for liquidation or, as the case may be, a moratorium or an attachment of Principal's assets, Principal is obliged to notify Getru promptly, i.e. at least two months in advance, in writing.
- 9.4. In the event that Principal is a legal person that is declared bankrupt, to which a moratorium has been granted or the assets of which have been attached, Principal's directors are, in addition to Principal itself, jointly and severally liable for all Getru's receivables from Principal, if and in so far as these directors agreed to the applicability of these General Terms and Conditions by signing them at the time the agreement was entered into between Getru and Principal. By means of this

statement of approval, the directors bind themselves to the contents of the General Terms and Conditions of Getru.

Article 10. Force majeure

- 10.1. In the event that Getru as a result of force majeure is permanently or temporarily prevented from fulfilling the agreement between Parties, Getru is entitled to terminate the agreement in full or in part with immediate effect or, as the case may be, to suspend its obligations under the agreement, without any obligation arising for Getru to pay compensation.
- 10.2. If, in the event of force majeure, Getru has already fulfilled its obligations in part or can only fulfil its obligations in part, Getru is entitled to invoice separately the part already fulfilled or the part that can still be fulfilled, and Principal will be obliged to pay this invoice to Getru.
- 10.3. Getru is also entitled to invoke force majeure in the event that the circumstance preventing the (further) execution commences after the moment that Getru should have fulfilled its commitments.
- 10.4. Force majeure is taken to mean any circumstances that prevent Getru from fulfilling its commitments and that cannot be attributed to Getru. These (if and in so far as these circumstances prevent or unreasonably impede fulfilment) include expressly, but are not limited to: measures imposed by the government, special weather conditions, illness of Getru's personnel, civil commotion, revolutions and/or wars, an attributable shortcoming in the fulfilment and/or force majeure on the part of persons on whom Getru depends for the fulfilment of the assignment, fire and/or interruption of Getru's business activities, strikes at other companies than Getru, wildcat strikes or political strikes at Getru, a general shortage of the necessary commodities and other properties needed for the fulfilment of the agreed performance, unforeseeable stagnation on the part of carriers and other third parties on which Getru depends, and general transport problems at Getru.

Article 11. Right of retention

- 11.1. Getru has the right towards everyone (who demands these to be surrendered) to retain the objects, monies (including COD payments) and documents of Principal (or, as the case may be, the addressee, receiver or sender) that Getru has in retention, until the moment that Principal (or, as the case may be, the addressee, receiver or sender) has fulfilled all of its obligations for whatever reason towards Getru, unless Principal has provided sufficient security for these obligations. The obligations of Principal (or, as the case may be, the addressee, receiver or sender) include expressly, but are not limited to costs regarding the provision of services, costs regarding the contracted transport, costs as a result of attributable shortcomings on the part of Principal (or, as the case may be, the addressee, receiver or sender), costs that Getru incurs for exercising its right of retention, as well as costs for parcels sent COD.

- 11.2. As long as the properties have not yet arrived at their destination, Getru has the right to demand from the sender/Principal that security be provided for the freight and all amounts receivable from the sender/Principal that Getru has or may have, as well as the right to demand from its contracted carriers to delay the departure of the latter's transport vehicles or to suspend a transport that is already underway as long as its demand to provide security has not been satisfied.
- 11.3. Getru is never liable for any damage that may arise as a result of a delay or suspension as described above.

Article 12. Right of pledge

- 12.1. In the event that the settlement leads to a dispute about the amount payable by Principal or in the event that establishing this amount requires a calculation that cannot be performed at short notice, the party demanding delivery is obliged to immediately pay the share the parties agree on, and to provide security for the disputed share or the share of which the exact amount must still be established.
- 12.2. For all Getru's current and future amounts owed by Principle, a right of pledge as referred to in Section 236 of Book 3 of the Dutch Civil Code is deemed to be vested on all properties, monies and documents of Principal that Getru has or will have in retention for whatever reason.
- 12.3. Should the amounts owed not be paid, the collateral will be sold in a manner prescribed by law or, in the event that agreement has been reached in this respect, after the authority to sell has arisen as a result of a private sale.
- 12.4. The authority to sell as referred to in the preceding paragraph, means pre-eminently that Getru is authorised to sell the objects under its custody at the expense of Principal in accordance with Section 249 et seq. of Book 3 of the Dutch Civil Code, as well as to pay all the amounts receivable from Principle out of the proceeds of this sale, such in the event that Principal defaults on paying the amounts owed to Getru.
- 12.5. If requested, Getru can replace the collateral by an equivalent security, such at the former's sole discretion.

Article 13. COD shipments

- 13.1. COD assignments will be deemed to be shipments.
- 13.2. In the event that Getru arranges the transport of COD shipments by order of Principal and/or COD payments are paid directly or indirectly to Getru or, as the case may be, to the carriers/third parties engaged by Getru, and these COD payments must be surrendered to Principal, Principal owes a COD commission to be determined by Getru.
- 13.3. The carriers/third parties engaged by Getru will wait no more than thirty (30) minutes for a COD payment to be made. In the event that the carriers/third parties engaged by Getru have not

received the COD payments within this time limit, they are entitled, without having received these payments, to discharge the shipment at Principal or, as the case may be, the addressee or receiver, and to continue their route. Getru or the carriers/third parties engaged by Getru cannot be held responsible by Principal for the non-timely payment of these COD payments. In order to establish whether the time limit was exceeded or not, the digital tachograph card of the contracted carrier is binding.

Article 14. Containers

- 14.1. All provisions of these General Terms and Conditions also apply to the provision of CC and other containers and accessories by Getru or the carriers/third parties engaged by Getru.
- 14.2. The accounts of Getru or the carriers/third parties engaged by Getru are determinative with respect to the quantity and condition of CC and other containers and accessories provided by Principal as well as for the determination of the balance of CC and other containers and accessories that are exchanged and taken back.
- 14.3. Getru and/or the carriers/third parties engaged by Getru are no party to CC container contracts entered into by the sender, receiver and/or Principal; therefore, they are not obliged to scan the CC containers for genuineness. However, if prior to or following a transport performed by Getru and/or a carrier/third party engaged by Getru, a CC container is recognised as not-genuine, the consequences thereof will be at the expense of the sender, receiver and/or Principal.
- 14.4. Getru and/or the carriers/third parties engaged by Getru are not obliged to examine whether the same number of containers is taken back or left behind at the loading and unloading address, nor do they bear any responsibility in this respect. Principal is liable towards Getru in the event of a deficit.
- 14.5. In the event that a deficit occurs as a result of the fact that the carriers/third parties engaged by Getru are not capable of taking back the same number of containers and accessories as are left at the loading or unloading address (e.g. because there are not enough containers and accessories available), Principal or, as the case may be, the addressee is obliged to compensate Getru and/or the carriers/third parties engaged by Getru for this deficit. In the event that Getru and/or the carriers/third parties engaged by Getru establish(es) a deficit with respect to the number of containers and accessories made available to Principal or, as the case may be, the addressee, Principal or the addressee is obliged to compensate Getru and/or the carriers/third parties engaged by Getru within a period of two times twenty-four (24) hours.
- 14.6. As soon as the time limit stated in the preceding paragraph has expired, Principal or, as the case may be, the addressee owes an amount of rent of €0.50 per container per day and of €0.10 per plate per day.
- 14.7. In the event of theft or irreparable damage to CC and other containers and accessories, Principal is liable towards Getru for an amount equal to the price currently asked by Container Centralen

or, as the case may be, a third supplier with a minimum of €77.50 per container and of €9.55 per plate, as well as an amount of €16 with respect to the buying out of the maintenance contract that Getru or the carriers/third parties engaged by Getru has or have concluded with a third supplier for the maintenance of the containers and accessories. The above is without prejudice to the right of Getru and/or the carriers/third parties engaged by Getru to claim compensation from Principal for the actual (additional) damage suffered.

14.8. The provisions of this article apply to direct customers and to subcontracted transport.

Article 15. Applicable law and choice of forum

15.1. All agreements with Getru are solely governed by and construed in accordance with Dutch law.

15.2. All disputes arising from and relating to the agreements to which these General Terms and Conditions apply, will be settled by the competent court in The Hague, unless the law imperatively requires otherwise and with the proviso that Getru has the right to submit a dispute to another court. Furthermore, disputes arising from and relating to Getru's agreements that are governed by the CMR Convention, will be settled, in addition to the court(s) that are competent pursuant to Article 31 of the CMR Convention, by the competent court in The Hague.

15.3. For the purpose of this agreement, Getru chooses Bleiswijk as its address for service.

STANDARD TERMS AND CONDITIONS OF GETRU GARAGE EN CARROSSERIEËN B.V.

Lodged with the Chamber of Commerce in The Hague under number 28038527

Article 1 General provisions and definitions

These standard terms and conditions will apply to all services, supplies, sales, repairs, maintenance and other legal relationships between 'Getru Garage en Carrosserieën', hereinafter also to be referred to as the contractor, and its customers and/or principals and/or clients, hereinafter also to be referred to as the customer, in respect of vehicles, parts and accessories for these, and otherwise. These standard terms and conditions will also apply to all offers and to every contract of purchase, sale, and to all services provided by the contractor to the customer in the context of the latter's business or trade. These standard terms and conditions will also apply to the use by the customer of the carwash facility;

The contractor hereby expressly rejects the applicability of any standard terms and conditions that may be referred to by the customer.

Any departure from these standard terms and conditions may only occur if expressly agreed to in writing. Any deviations agreed to shall not affect the validity of the remaining terms and conditions, and shall never apply for more than one transaction.

The contractor shall at all times be entitled to unilaterally change these standard terms and conditions.

In these standard terms and conditions, the following terms are understood to mean:

- the vehicle: a passenger car, a combination thereof with another vehicle or a delivery van, a lorry/truck, a trailer, or a combination thereof;
- the contract: the agreement to carry out assembly, disassembly, repair and maintenance work, voluntary or mandatory inspections and damage assessments, or the use of the carwash facilities, each of which is collectively referred to as 'work';
- the customer: the person who engages the contractor to carry out the work in respect of vehicles, parts and/or accessories for these, or otherwise, in the context of trade or business, and the person using the contractor's carwash facilities;
- the contractor: 'Getru Garage en Carrosserieën', the party performing or arranging the performance of the contract in respect of a vehicle and/or parts and accessories and enables the customer to use the carwash facilities.

Article 2 The contract

All quotations, offers, prices quoted by whatever description and in whatever way by whoever representing the contractor and/or in whatever situation, shall always be without obligation and are made on the basis of prices, rates and specifications that are current at the time of entering into the contract.

Images, drawings, specifications of capacity and other descriptions, will be as accurate as possible, but shall not be strictly binding for the contractor. Small variations shall be allowable, whereas in the case of interim model changes, the contractor shall be entitled, without the foreknowledge or the knowledge of the customer, to make the necessary technical changes to the cars, their equipment and/or their parts that have been handed to the contractor for repairs.

The instructions to carry out work, shall be provided verbally, in writing or electronically. If requested, the client shall provide the contractor with a copy of the written or electronic instructions.

In the event that the instructions were provided verbally only, and in the absence of any evidence to the contrary, either the written confirmation by the contractor, the delivery docket, the contractor's invoice or other documents, will serve as evidence of the existence and the substance of the contract.

Article 3 Charges

All charges referred to by the contractor will be expressed in Euros and exclude VAT, any government levies, transport costs and insurance, the cost of assembly, service and inspection work, and the cost of making the vehicle drivable, unless agreed otherwise in writing. In the event of price increases, including those applied by the suppliers of the contractor, as well as any variations in wages, taxes, social security premiums, employment conditions, exchange rates or similar circumstances that occur after the parties have entered into the contract, the contractor shall be entitled to raise the agreed price in line with these increases.

Such price changes shall at no time constitute grounds for terminating the contract.

Workshop rates are not included in the cost of the materials, parts or charges by third parties, unless agreed otherwise in writing.

All charges are calculated on the basis of delivery at the contractor's place of business. In the case of a delivery elsewhere, the additional costs associated with such delivery shall be for the account of the customer.

The charges associated with the use of the contractor's carwash facilities are displayed at its location.

Article 4 Retention of title and right of retention

All items supplied and yet to be supplied in the context of, and in connection with a contract, shall remain the property of the contractor, until all claims for payment in the context of the contract or other agreements that the contractor has or will have against the customer, have been paid in full.

As long as ownership of the items has not passed to the customer, the customer is not permitted to pledge or grant any rights thereto to a third party, and he or she shall be obliged to notify the contractor of any events that may harm the interests of the contractor as the owner of such items.

The contractor shall be able to exercise the right of retention in respect of all that is under its control for or on behalf of the customer on the prime mover, trailer, or other items handed to them for repair, if and as long as the customer has not paid or paid in full the costs of the work carried out on the relevant items and/or the customer does not pay or not pay in full the costs of earlier work carried out by the contractor to the same items and/or the customer does not pay or not pay in full other claims for payment that arise from the contractual relationship with the contractor, including any damages, interest and costs that are or will be due and payable by the customer to the contractor, pursuant to any contract and/or these standard terms and conditions.

By handing over (or arranging to hand over) control of items to the contractor, the customer establishes a right of pledge in favour of the contractor for everything that is or will be due and payable for any reason whatsoever by him or her to the contractor. This shall in any case include claims for payment in respect of contracts that have not yet been fulfilled.

The contractor, as the party holding the pledge, shall be authorised to use the aforementioned possessory pledge as a non-possessory pledge by registering the contract that exists between them, together with a copy of these standard terms and conditions, as a private deed.

Article 5 Parts that have been replaced

After carrying out the instructions, the parts that have been replaced shall become the property of the contractor, and the customer shall not be entitled to claim any compensation for, or the return of, the parts that have been replaced.

Article 6 Damage assessment

If the contractor, on instructions of the customer, has carried out a damage assessment, the actual costs involved in doing so, shall be for account of the customer.

Article 7 Payment

Unless the contractor and the customer have agreed otherwise in writing, payment of the total amount due and payable by the customer must have been effected at the time of picking up the vehicle or any other items, unless payment is effected in cash on delivery, and the customer is not authorised to make any off-sets, make any deductions, or defer any amounts whatsoever. When referring to delivery, this is understood to include the provision of services. Payment for the use of the carwash facilities must be made in advance.

In the event that payment in arrears has been agreed, such payment must be received by the contractor no later than 14 days from the date of the invoice, without the customer being entitled to any discounts or to make any offsets, deferrals or deductions.

The customer, when requested by the contractor, must make payment in advance or a down payment, or provide a security requested by the contractor to ensure the fulfilment of his, her or its obligations in a manner determined by the contractor. The contractor shall be entitled to make such a request at any time. In the event that the customer has not paid the total of the agreed price or not paid it in time, the customer shall be in breach of the contract without the need for a notice of default. The customer, in that case, shall be required to pay the statutory commercial interest plus 3% on the outstanding amount, to be calculated at daily rests from the relevant due date, without prejudice to any other of the contractor's rights.

In the event of default on the part of the customer, the customer shall pay the contractor in respect of the expenses incurred or yet to be incurred in collecting the amount outstanding a sum equal to 15% of the amount outstanding, with a minimum of € 250.00, without prejudice to any further claims for the payment of damages that the contractor may be entitled to.

Article 8 Delivery

The vehicle shall be made available at the place of business of the contractor, unless the parties have expressly agreed in writing for delivery at a different location.

In the event that the vehicle has not been picked up within two days from the time that the contractor notified the customer that it would be ready to be picked up, the vehicle will from that moment on be held at the expense and at the risk of the customer. In such a case, the contractor shall be entitled to charge a storage fee in accordance with company's applicable rates or the rates applicable at the location. Any relocation of the vehicle shall occur at the expense and at the risk of the customer.

The risk for any vehicles accepted into the control of the contractor for the purpose of repairs or otherwise, remains with the customer, except in the case of deliberate or gross negligence on the part of the contractor.

Article 9 Time of delivery

The time of delivery shall be the delivery date for the item or service as specified under the contract entered into between the parties, or at an earlier or later date agreed between the parties afterwards. Early delivery shall be permitted at any time.

In the event that no delivery date has been agreed, the contractor shall, in a timely manner, give the customer prior notice in writing of the time and date that the vehicles will be ready to be picked up by the customer at the contractor's place of business, or will be delivered at another location as agreed.

Delivery times, whether expressly stated or not, will be indicative only. They shall never be considered as strict deadlines.

A failure on the part of the contractor to deliver in a timely manner shall never be a valid reason for the customer to dissolve the contract, except in case of a delivery period that has been expressly agreed, and where this period has been exceeded by more than 60%. Even after the expiration of this extension of the delivery period, the contractor must first be notified in writing of being in breach of the contract, whereupon the contractor shall be given at least one month to fulfil its obligations before the contractor can be held to be in breach in this regard.

Article 10 Suspension

During the period that the customer has not met his, her or its various (payment) obligations in respect of the contractor, the contractor shall be entitled to suspend the (further) performance of its obligations in respect of the customer, without prejudice to the obligation of the customer to pay the agreed price and any further losses suffered by the contractor.

Article 11 Cancellation

The customer, if he, she or it does not want to exercise his, her or its right to cancel the contract pursuant to the last paragraph of Article 9, or if he, she or it is not entitled to cancel the contract, may cancel the contract in case the delivery period has been exceeded. Cancellation must occur in writing. In the event of the delivery period being exceeded by a period of four weeks, the customer may cancel, provided that he, she or it pays within five working days of the cancellation an amount equal to 10% of the contract price, with a minimum of € 300.00, unless the contract price is less than € 300.00, in which case the full amount must be paid.

If the customer has not paid the cancellation charges within five working days, the contractor shall be entitled to inform the customer in writing that it requires the contract to be honoured. In this case, the customer shall no longer be able to invoke a cancellation.

In the event that the delivery period is exceeded by more than four weeks, the customer may cancel the contract in writing without having to pay the contractor a cancellation charge.

Article 12 Dissolution

If, after having been notified in writing of a breach, the contractor fails to meet its obligations towards the customer for 14 days, the contract shall terminate by operation of law, without the intervention of a court, unless the contractor demands that the contract be honoured. The foregoing shall apply notwithstanding the stipulations in Article 7 of these provisions.

Without prejudice to the stipulations of this article, the contractor shall, without giving notice of default or invention by a court, and without prejudice to any other rights that the contractor is entitled to, be entitled to cancel or suspend the contract as a whole or in part with immediate effect, in the event that the customer dies, applies for a moratorium of payments, petitions for bankruptcy, in the event that a petition for his, her or its bankruptcy has been filed, or his, her or its bankruptcy has been declared. In these cases, any claim the contractor may have against the customer shall be due and payable immediately and in full, without the contractor being responsible for claims of damages and/or the

provision of warranties. The contractor, in that case, shall be authorised to sell the customer's vehicle in order to recover any outstanding amounts from the proceeds.

Article 13 Force majeure

In the event that contractor's performance of a contract becomes troublesome or impossible as a result of force majeure, the contractor shall, by written statement, be entitled to terminate the contract insofar as it has not been performed, or to suspend its obligations at its own discretion.

The contractor shall not be held to have breached the contract when confronted with a force majeure situation.

Force majeure is understood to be: a breach of contract for which the contractor cannot be held to be responsible because it is neither caused by a failure on its part, nor can it be imputed to him by law, legal acts or community standards, including cases where the contractor is unable to perform its contract due to failure or negligence by third parties.

Force majeure is also understood to include:

- (a) interruption of business or operations of any nature, regardless of their cause;
- (b) delayed or late delivery by one or more of the contractor's suppliers;
- (c) transport difficulties or interruptions of any nature whatsoever, as a result of which transport to the contractor, or by the contractor to the other party, is obstructed or impeded;
- (d) (the threat of) war, riots, sabotage, floods, fire, lock-outs, factory sit-ins and changed government measures.
- (e) fire, water damage, import or export interruptions, theft, embezzlement or damage to items in either the warehouse, workshop or other working areas belonging to the contractor,

In the case of force majeure, the contractor, at its discretion, shall be entitled to change the period for completion or delivery, or to terminate the contract extra-judicially within three weeks of the date of the event that causes the force majeure situation to arise, without being held to pay any claims for damages.

After termination of the contract, the contractor shall be entitled to payment for the costs incurred and/or the work it has already carried out; in the case of repairs or maintenance, this entitlement shall only exist insofar as the other party benefits from such repairs or maintenance.

The customer shall not be entitled to terminate the contract with the contractor in the case of force majeure.

Article 14 Liability

The contractor shall only be liable in respect of the customer for losses that are the predictable and direct consequence of an attributable failure on the part of the contractor in carrying out the obligations under its contract with the customer. Every form of consequential loss or indirect losses, including the following: losses because of business interruption, delays, diminution of value, loss of enjoyment, loss of profits or losses incurred, losses in connection with the expense of alternative transport or rent and lease costs, damage to (the goods) of third parties, transport damage, personal damage and intangible losses, are excluded from compensation. Neither shall the contractor be liable for the theft or loss of items belonging to the other party and/or third parties that are in or attached to the item and which are under the control of the contractor for any reason whatsoever. Items belonging to the other party shall also be understood to include cargo, office equipment and printed documents and securities.

To the extent that the contractor, in the context of this article, is required to pay for any losses, it will only be in respect of losses against which the contractor is insured, or at any rate should in all reasonableness have been insured against, on the understanding that such payment shall never exceed the sum insured or that should in all reasonableness have been insured. This stipulation is intended to establish a limit to the damages to be paid. Every other claim for damages, in respect of anything whatsoever, is therefore excluded. The contractor shall maintain an adequate level of business liability insurance during the term of the contract.

Losses for which the customer believes the contractor to be responsible, must be reported to a staff member of the contractor before leaving the company's premises, at any rate within 24 hours. The contractor must be given the opportunity, if and insofar as this is possible, to rectify (or arrange to have rectified) any damage for which the customer believes the contractor to be responsible. The contractor will not honour any requests from the customer to pay for repairs carried out by third parties without prior consultation and the express approval of the contractor.

In the event that the customer does not comply with instructions, uses the facilities incorrectly and/or allows an unsuitable vehicle to be washed, the customer shall be liable for any damage suffered by him/her/itself or by the contractor.

Article 15 Warranty

For new parts, materials and accessories, no warranty other than the one provided by the manufacturer and/or the importer and/or supplier will be provided, and as set out in the warranty forms handed to the customer and the laws and regulations pertaining to these matters.

In the event that no warranty forms have been provided, the contractor shall not, in respect of items purchased from third parties or in respect of work carried out on instructions from the contractor by third parties, be required to provide any additional warranties other than those that the contractor has received in this regard from the third parties concerned. Warranties for items previously used by third parties, are expressly excluded, unless the parties have explicitly agreed otherwise in writing.

The warranty described in this article shall not apply in the case of:

- defects that are the result of work that has not been carried out by or on behalf of the contractor;
- defects that have arisen as a result of the use of items that the customer has made available to the contractor, unless the contract pertains to the rectification of these defects;
- items or work of which the contractor made it known at the time of entering into the contract that the contractor did not agree with a choice of materials, parts and/or working method prescribed by the customer;
- items to be worked on that are in a condition that makes it impossible to satisfactorily rectify or remove the defects present - including body work - within the context of what has been agreed, including items that have not had any pre-treatment in the business of the contractor.

The customer shall also not be entitled to a warranty as described in this article, in the event that:

- the customer or a third party carries out work that relates to the items and/or services for which a warranty has been requested, without the prior written approval of the contractor;
- the customer does not lodge his, her or its complaint in writing and with a clear description of the defects to the contractor within 14 days after discovering a defect or defects;
- the customer does not give the contractor an opportunity to rectify the defect within a reasonable period of time.

No warranties will be provided in respect of instructions to the contractor for emergency repairs.

In the event of any warranty, the contractor, at its discretion, shall only be required to replace, supplement the repair of an item, provided that the defect does not relate to the normal variations and is not the result of an external cause and/or an act or omission on the part of the customer or a third party, or of normal wear and tear.

Article 16 Complaints

Any complaints about items supplied or services provided by the contractor must be lodged with the contractor as soon as possible, but in any case within eight days from the time that the grounds for making a complaint were discovered or in all reasonableness could have been discovered, on pain of forfeiture of any claims.

The aforementioned time frame shall start from the moment of the actual delivery of the item or the moment that the item is picked up by the customer.

The customer is required to examine the item when picking it up, to see whether there are any externally visible defects, such as scratches, dents, etc. In respect of such externally visible defects, no complaints will be possible after the moment that the customer actually picks up the item or the contractor actually delivers the item, except on the basis of evidence to be provided by the customer that the externally visible defects have been caused by the contractor.

Article 17 Explanation and instructions for the use of the carwash facilities

Before using the carwash facilities, the customer must inform him or herself regarding its use by asking the contractor for the information.

The customer must comply with the instructions on the instruction panels and the associated light signals, and must obey the directions given, either verbally or with hand signals, by any of the contractor's staff members.

Article 18 Refusing customers in respect of the use of carwash facilities

The contractor may refuse a customer if the customer's vehicle is unsuitable for the carwash facilities or if there are other grounds.

Article 19 Suitability of the vehicle; particulars

A customer's vehicle is only suitable for the carwash facilities if it meets the following requirements:

- the maximum dimensions indicated on the carwash facility for height, width and length are not exceeded. In the event that the maximum dimensions are not indicated, then the legally permitted maximum height must not be exceeded for the truck wash;
- the vehicle must not have any parts that are loose and/or protrude, which may be pulled off by the carwash facilities. Parts that may be loose and/or protrude are, for example, aerials, mirrors, bumper bars, spoilers, trims, mouldings, spotlights and window/headlamp wipers. Also non-original parts or modifications to the bodywork can be loose. Parts that appear to be properly attached, may nevertheless be loose as a result of wear and tear, minor damage or ageing, for example.
- The customer must check himself or herself whether his, her or its vehicle is suitable. In the case of doubt, the customer must ask a member of the contractor's staff for advice. The customer must advise a member of the contractor's staff of any issues before the start of the washing process.

Article 20 Washing result

In the case of a car that has accumulated grime in the normal way, the customer can expect any dirt that dissolves in water, to be removed.

The contractor makes a qualification in respect of the possibility of removing certain types of dirt. The customer cannot expect that grease, tar, scratches, etc. will be removed.

In the case of vehicles in an extremely dirty state, the contractor shall be entitled to apply a surcharge.

Article 21 Applicable law and jurisdiction

All contracts to which these standard terms and conditions apply as a whole or in part, are subject to Dutch law.

The customer shall only be able to put any disputes related to or arising from contracts to which these provisions apply, before the competent Dutch court in the district where the contractor has its place of business. The contractor shall have the right to put any disputes either before the competent court in the district in which it has its place of business, or before the competent court in the district where the customer resides.

Privacy Statement of Getru Logistics B.V.

Getru Logistics B.V. (hereinafter: 'Getru') considers careful handling of your personal data of major importance and is aware of the applicable privacy law. Therefore, we will explain in this privacy statement how Getru deals with your personal data.

Contact Data of the Controller

With respect to the processing of your personal data, Getru can be deemed to be a controller within the meaning of the General Data Protection Regulation (GDPR). Getru Logistics B.V. is responsible for the processing of transport agreements.

You can contact us on the basis of the following contact data:

Telephone	+31 (0)10 440 14 00
Email	info@getru.com
Mail	Klappolder 225 2665 MR Bleiswijk The Netherlands

Which personal data will be processed?

We will process, among other things, the following personal data:

- Data such as first and last name;
- Contact data, such as: address details, telephone number, email address;
- Date of birth;
- Gender (if you choose to share this with us);
- IP address;
- Details about your activities on our website (e.g. your click behaviour);
- Internet browser and device type;
- Payment details and payment history;
- Contents of correspondence;
- Invoices and agreements sent to us;
- Credit information;
- Details about your surfing behaviour between various websites (e.g. because the relevant company is part of an advertising network);
- Other personal data that you actively supply or that is actively supplied about you;
- CCTV footage of cameras placed on our premises.

If the above data are necessary for the closing and/or execution of an agreement, you are required to supply us these personal data. In the event that you choose not to supply the required personal data, we can no longer guarantee the proper execution of the agreement. In the event that it is legally required to process specific personal data, we will notify you in this respect as well as inform you about the possible consequences if you choose not to supply us with these personal data.

For what purposes do we process your personal data?

We will collect and process personal data for various purposes. For this, we will make use of the personal data we have received from you, but we may also obtain personal data from other sources, e.g. data obtained from sources such as the Land Registry Office or the Trade Register of the Chamber of Commerce, or data obtained by using public sources. We will process your personal data for the following purposes:

(a) General customer contact

The data will be used to:

- (i) provide you with the information you request from us,
- (ii) contact you about the execution of the agreement you have closed with us, and
- (iii) respond to queries and/or to handle complaints.

(b) Execution of the agreement

We will process personal data for the purpose of the agreements you have closed or will close with us. We will not just process your personal data for the purpose of your purchasing the services and/or products, but also to be able to provide you with our services and/or products, and/or to give you advice on our services and products. For instance, we will also process data to inform you about fuel surcharges.

(c) Debtor management

We will process your personal data for the following purposes (without limitation):

- (i) sending invoices, reminders and demands for payment for the purpose of collecting debts;
- (ii) performing telephone calls to remind you of any outstanding debts;
- (iii) commissioning or coordinating legal debt collection proceedings, where applicable.

(d) Risk analysis

Under certain circumstances, we may assess your creditworthiness.

(e) Analysis of surf, search and/or click behaviour and personal offers

Your personal data will be processed for the purpose of analysing your behaviour on our website in order to improve our website. In addition, your personal data will be processed to enable us to provide you with services that may be of interest to you.

(f) Direct marketing

We will make use of your personal data to provide you with marketing offers, news letters, surveys and invitations, either by email, text messages, telephone calls and/or mail.

(g) Fraud

We will make use of your personal data to investigate, prevent and combat fraud.

(h) Legal requirements

We will make use of your personal data to provide information to third-parties if we are required to do so pursuant to laws and regulations.

(i) Office and plant security

CCTV images are made both inside and outside the office buildings. We do so to prevent unauthorised persons from accessing our premises and to protect our properties.

What is the legal basis for processing your personal data?

We will process your personal data if we are legally required to do so and if the processing is necessary for the execution of the agreement closed with you with respect to the provision of our services. It may also occur that we process your personal data for the purpose of pursuing a legitimate interest. A legitimate interest may have a legal, financial or commercial nature. We have a legitimate interest for processing your personal data in the following situations (without limitation):

- to send you, as our customer, marketing materials about possible other services;
- to defend you against any legal claims;
- (for the purpose of general customer relations) to respond to queries and/or to handle complaints;
- to furnish you, as much as possible, with relevant content on our website;
- to perform risk analyses in order to assess your creditworthiness;
- to perform our business activities;
- to secure our business properties.

In conclusion, we may also process some personal data because you have given us your permission to do so. In this respect, you are entitled to withdraw your permission at any time. This withdrawal does not affect the legitimacy of any processing by virtue of your permission prior to that withdrawal.

Sharing Personal Data with Third Parties

We may share the personal data with any entity belonging to the group of Getru Holding B.V. for the purposes set out in this privacy statement.

Under certain circumstances, we are allowed to share your personal data with third-parties. We will transfer your personal data to third parties solely for the purposes set out in this privacy statement and solely on the basis of the principles set forth in this privacy statement. We may, for instance, transfer your personal data to the following categories of third parties, in the following situations:

- (a) if this is necessary for the execution of the agreement. E.g. we make use of consultants, we take out insurances, and we work with a third party for the settlement of our payments. We may also provide personal data to third parties in order to support us with the collection of bad debtors;
- (b) we may provide your personal data to e.g. an agency or institution to check the creditworthiness of your organisation;
- (c) we may provide your personal data to e.g. a website agency to analyse your personal data with respect to your use of our website, to personalise and optimise our website and communication, and to furnish you with relevant offers and advertisements. The same applies to ICT suppliers;
- (d) we may make use of suppliers in the field of communication and marketing distribution for the distribution of marketing material.

Otherwise, we will only provide your personal data to third parties, with your prior permission, in the event that this is necessary for the sake of our legitimate interests or if we are required to do so pursuant to laws and/or regulations. It may, for instance, occur that the police ask us for your personal data with respect to some fraud investigation. In that case, we are legally required to provide your personal data to the police.

It is the responsibility of these third parties to which or whom we provide your personal data, to observe the privacy law. We will have no responsibility or liability for the processing of your personal data by any of these third parties. In so far as any third party processes your personal data on our behalf in the capacity of processor, we will close a processing agreement with that third party, which meets all requirements laid down in the GDPR.

We will not transfer your personal data to any third country or international organisation.

Security of Personal Data

We will take all appropriate measures to prevent abuse, loss, unauthorised access, inappropriate disclosure and unauthorised alteration of your personal data. For instance, we will ensure that only those persons have access to your personal data who really need it, that the access to your personal data is protected, that our website is secured by means of information security techniques (such as firewalls) and that our security measures are periodically reviewed (by an external party). Should you consider that your personal data are not properly secured, or should you have any indication of e.g. abuse, please do not hesitate to contact us at info@getru.com.

Retention Period

We will keep your personal data only for as long as necessary to fulfil the purposes set out in this privacy policy or as long as required by the applicable laws and regulations. Most personal data are not allowed to be retained longer than necessary for the execution of the agreement as well as for the settlement of any disputes arising from the agreement. However, pursuant to the law some personal data must be retained longer. The Dutch fiscal obligation to retain records amounts to seven years. As soon as this term is reached, the records will be destroyed. In addition, we will retain your personal data for direct-marketing purposes until you withdraw your permission and/or until you object to this processing.

Your rights

You have the right to access your personal data, and to rectify them or to have them erased. Furthermore, you have the right to obtain restriction of processing of your personal data, the right to object against the processing of your personal data as well as the right to data portability. The latter means that you can submit a request to receive all of your personal data as processed by us in a structured, commonly-used and machine-readable format and/or to transfer them to an organisation of your choice.

If you want to exercise one of these rights, please submit a request at info@getru.com. To prevent abuse, we may, before we handle your request, require you to identify yourself on the basis of a copy of a valid identification card to be sent to us. Please make sure that you protect your passport photo, MRZ (machine readable zone, i.e. the strip with numbers at the bottom of the passport), passport number and citizen service number on this copy. To do so, you may for instance use the 'KopieID-app' of the Dutch government. This is meant to protect your privacy.

We will react to your request as soon as possible, but no later than one month after submission. If you have a complaint about the processing of your personal data, we will of course gladly be of help. Should we nevertheless fail to work things out together, please note that you can always file a complaint at the Dutch Data Protection Authority. To do this, please follow the following link: <https://autoriteitpersoonsgegevens.nl/en/contact-dutch-dpa/contact-us>

Automated Decision-making

There is no automated decision-making.

Changes in the Privacy Policy

This privacy statement was updated last on 14 May 2018. We reserve the right to unilaterally change or adjust this privacy statement by means of changing this web page. You are recommended to periodically check this page. In the event of substantial changes to this privacy statement, you will receive a clear notification through our website.

Privacy Statement of Getru Garage en Carrosserieën B.V.

Getru Logistics B.V. (hereinafter: 'Getru') considers careful handling of your personal data of major importance and is aware of the applicable privacy law. Therefore, we will explain in this privacy statement how Getru deals with your personal data.

Contact Data of the Controller

With respect to the processing of your personal data, Getru can be deemed to be a controller within the meaning of the General Data Protection Regulation (GDPR). Getru Garage and Carrosserieën B.V. is responsible for the repair, maintenance and washing of the transport material.

You can contact us on the basis of the following contact data:

Telephone	+31 (0)10 440 14 00
Email	info@getru.com
Mail	Klappolder 225 2665 MR Bleiswijk The Netherlands

Which personal data will be processed?

We will process, among other things, the following personal data:

- Data such as first and last name;
- Contact data, such as: address details, telephone number, email address;
- Date of birth;
- Gender (if you choose to share this with us);
- IP address;
- Details about your activities on our website (e.g. your click behaviour);
- Internet browser and device type;
- Payment details and payment history;
- Contents of correspondence;
- Invoices and agreements sent to us;
- Credit information;
- Details about your surfing behaviour between various websites (e.g. because the relevant company is part of an advertising network);
- Other personal data that you actively supply or that is actively supplied about you;
- CCTV footage of cameras placed on our premises.

If the above data are necessary for the closing and/or execution of an agreement, you are required to supply us these personal data. In the event that you choose not to supply the required personal data, we can no longer guarantee the proper execution of the agreement. In the event that it is legally required to process specific personal data, we will notify you in this respect as well as inform you about the possible consequences if you choose not to supply us with these personal data.

For what purposes do we process your personal data?

We will collect and process personal data for various purposes. For this, we will make use of the personal data we have received from you, but we may also obtain personal data from other sources, e.g. data obtained from sources such as the Land Registry Office or the Trade Register of the Chamber of Commerce, or data obtained by using public sources. We will process your personal data for the following purposes:

(a) General customer contact

The data will be used to:

- (i) provide you with the information you request from us,
- (ii) contact you about the execution of the agreement you have closed with us, and
- (iii) respond to queries and/or to handle complaints.

(b) Execution of the agreement

We will process personal data for the purpose of the agreements you have closed or will close with us. We will not just process your personal data for the purpose of your purchasing the services and/or products, but also to be able to provide you with our services and/or products, and/or to give you advice on our services and products.

(c) Debtor management

We will process your personal data for the following purposes (without limitation):

- (i) sending invoices, reminders and demands for payment for the purpose of collecting debts;
- (ii) performing telephone calls to remind you of any outstanding debts;
- (iii) commissioning or coordinating legal debt collection proceedings, where applicable.

(d) Risk analysis

Under certain circumstances, we may assess your creditworthiness.

(e) Analysis of surf, search and/or click behaviour and personal offers

Your personal data will be processed for the purpose of analysing your behaviour on our website in order to improve our website. In addition, your personal data will be processed to enable us to provide you with services that may be of interest to you.

(f) Direct marketing

We will make use of your personal data to provide you with marketing offers, news letters, surveys and invitations, either by email, text messages, telephone calls and/or mail.

(g) Fraud

We will make use of your personal data to investigate, prevent and combat fraud.

(h) Legal requirements

We will make use of your personal data to provide information to third-parties if we are required to do so pursuant to laws and regulations.

(i) Office and plant security

CCTV images are made both inside and outside the office buildings. We do so to prevent unauthorised persons from accessing our premises and to protect our properties.

What is the legal basis for processing your personal data?

We will process your personal data if we are legally required to do so and if the processing is necessary for the execution of the agreement closed with you with respect to the provision of our services. It may also occur that we process your personal data for the purpose of pursuing a legitimate interest. A legitimate interest may have a legal, financial or commercial nature. We have a legitimate interest for processing your personal data in the following situations (without limitation):

- to send you, as our customer, marketing materials about possible other services;
- to defend you against any legal claims;
- (for the purpose of general customer relations) to respond to queries and/or to handle complaints;
- to furnish you, as much as possible, with relevant content on our website;
- to perform risk analyses in order to assess your creditworthiness;
- to perform our business activities;
- to secure our business properties.

In conclusion, we may also process some personal data because you have given us your permission to do so. In this respect, you are entitled to withdraw your permission at any time. This withdrawal does not affect the legitimacy of any processing by virtue of your permission prior to that withdrawal.

Sharing Personal Data with Third Parties

We may share the personal data with any entity belonging to the group of Getru Holding B.V. for the purposes set out in this privacy statement.

Under certain circumstances, we are allowed to share your personal data with third-parties. We will transfer your personal data to third parties solely for the purposes set out in this privacy statement and solely on the basis of the principles set forth in this privacy statement. We may, for instance, transfer your personal data to the following categories of third parties, in the following situations:

- (a) if this is necessary for the execution of the agreement. E.g. we make use of consultants, we take out insurances, and we work with a third party for the settlement of our payments. We may also provide personal data to third parties in order to support us with the collection of bad debtors;
- (b) we may provide your personal data to e.g. an agency or institution to check the creditworthiness of your organisation;
- (c) we may provide your personal data to e.g. a website agency to analyse your personal data with respect to your use of our website, to personalise and optimise our website and communication, and to furnish you with relevant offers and advertisements. The same applies to ICT suppliers;
- (d) we may make use of suppliers in the field of communication and marketing distribution for the distribution of marketing material.

Otherwise, we will only provide your personal data to third parties, with your prior permission, in the event that this is necessary for the sake of our legitimate interests or if we are required to do so pursuant to laws and/or regulations. It may, for instance, occur that the police ask us for your personal data with respect to some fraud investigation. In that case, we are legally required to provide your personal data to the police.

It is the responsibility of these third parties to which or whom we provide your personal data, to observe the privacy law. We will have no responsibility or liability for the processing of your personal data by any of these third parties. In so far as any third party processes your personal data on our behalf in the capacity of processor, we will close a processing agreement with that third party, which meets all requirements laid down in the GDPR.

We will not transfer your personal data to any third country or international organisation.

Security of Personal Data

We will take all appropriate measures to prevent abuse, loss, unauthorised access, inappropriate disclosure and unauthorised alteration of your personal data. For instance, we will ensure that only those persons have access to your personal data who really need it, that the access to your personal data is protected, that our website is secured by means of information security techniques (such as firewalls) and that our security measures are periodically reviewed (by an external party). Should you consider that your personal data are not properly secured, or should you have any indication of e.g. abuse, please do not hesitate to contact us at info@getru.com.

Retention Period

We will keep your personal data only for as long as necessary to fulfil the purposes set out in this privacy policy or as long as required by the applicable laws and regulations. Most personal data are not allowed to be retained longer than necessary for the execution of the agreement as well as for the settlement of any disputes arising from the agreement. However, pursuant to the law some personal data must be retained longer. The Dutch fiscal obligation to retain records amounts to seven years. As soon as this term is reached, the records will be destroyed. In addition, we will retain your personal data for direct-marketing purposes until you withdraw your permission and/or until you object to this processing.

Your rights

You have the right to access your personal data, and to rectify them or to have them erased. Furthermore, you have the right to obtain restriction of processing of your personal data, the right to object against the processing of your personal data as well as the right to data portability. The latter means that you can submit a request to receive all of your personal data as processed by us in a structured, commonly-used and machine-readable format and/or to transfer them to an organisation of your choice.

If you want to exercise one of these rights, please submit a request at info@getru.com. To prevent abuse, we may, before we handle your request, require you to identify yourself on the basis of a copy of a valid identification card to be sent to us. Please make sure that you protect your passport photo, MRZ (machine readable zone, i.e. the strip with numbers at the bottom of the passport), passport number and citizen service number on this copy. To do so, you may for instance use the 'KopieID-app' of the Dutch government. This is meant to protect your privacy.

We will react to your request as soon as possible, but no later than one month after submission. If you have a complaint about the processing of your personal data, we will of course gladly be of help. Should we nevertheless fail to work things out together, please note that you can always file a complaint at the Dutch Data Protection Authority. To do this, please follow the following link: <https://autoriteitpersoonsgegevens.nl/en/contact-dutch-dpa/contact-us>

Automated Decision-making

There is no automated decision-making.

Changes in the Privacy Policy

This privacy statement was updated last on 14 May 2018. We reserve the right to unilaterally change or adjust this privacy statement by means of changing this web page. You are recommended to periodically check this page. In the event of substantial changes to this privacy statement, you will receive a clear notification through our website.