

GENERAL CONDITIONS

APPOINTMENT PORTAL – TECHNICAL INSPECTION – PRIVATE CUSTOMERS

Article 1 – Definitions

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

- **Customer:** refers to the natural person for whom the service provider carries out one or more specific mission(s).
- **Terms and conditions:** refers to the present provisions governing the service of sending electronic invitations to the customer.
- **Contract:** all rights and obligations between the customer and Autosécurité S.A. and materialized by the acceptance of these general terms and conditions.
- **Technical inspection:** road vehicle inspection provided for and performed in accordance with the provisions and annexes of the Royal Decree of 15 March 1968 laying down the technical conditions with which motor vehicles and their trailers must comply.
- **Personal data:** any data relating to an identified or identifiable natural person, directly or indirectly, and collected while fulfilling the public service missions conferred, or during the use of this website and the applications offered.
- **No-show surcharge:** flat-rate surcharge for failure to present the vehicle for inspection referred to in article 23 undecies §1 of the Royal Decree of 15 March 1968
- **Mission(s):** refers to any service, specific and/or general, performed or provided by the service provider hereunder.
- **Parties:** refers to the customer and the service provider.
- **Technical inspection appointment portal:** the service referred to in article 3.
- **Service provider or Autosécurité S.A.** – The private company Bureau d'étude et de contrôle en vue de la sécurité routière – abbreviated Autosécurité S.A. – body accredited under the Royal Decree of 23 December 1994 to provide a public service of technical inspection of vehicles, with registered offices in the Petit-Rechain industrial zone, Avenue du Parc 33 at 4800 Verviers and registered on the register of legal persons under the number BE 0444.402.332.
- **Inspection centre:** any motor vehicle inspection centre controlled by the company Autosécurité S.A.

Article 2 – Scope

In accordance with article 4 § 1 of the Royal Decree of 23 December 1994 [B.M. 31.12.1994], accredited bodies are obliged to guarantee an optimal service for citizens.

These general conditions apply to any use of the appointment portal service for technical inspection activities.

These provisions are without prejudice to the mutual rights and obligations of the parties under the law and in particular the aforementioned Royal Decree of 23 December 1994, as well as the Royal Decree of 15 March 1968 laying down general regulations on the technical conditions with which motor vehicles must comply [B.M. 28.03.1968], which governs the technical inspection of vehicles put into circulation.

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

Article 3 – Conclusion of the contract

Subscription to this service is deemed complete by the express acceptance, by the customer, of these general terms and conditions at the time of confirmation of the scheduled appointment.

With this operation, the customer acknowledges that he has read and understood and fully agreed all the provisions of these general terms and conditions.

However, Autosécurité will inform the customer, if necessary and without delay, if it takes the initiative to refuse the previously formulated application for membership. This refusal will not prejudice the compliance with legal obligations.

Autosécurité will also notify the customer beforehand of any modification affecting this service, or of any service communication whatsoever in connection with this service.

Article 4 - Object

The appointment portal offers the individual customer the possibility of making the reservation or modifying/deleting an appointment (slot) free of charge, for the performance of a periodical or non-periodical technical inspection, and this, up to two (2) separate vehicles simultaneously.

The portal allows the individual, i.e. non-professional, customer to make reservations for a total number of 5 separate vehicles per year. To schedule appointments for a higher number of vehicles, the individual, i.e. non-professional, customer may, by exception, make direct contact with the customer service (call centre) of the company Autosécurité.

For any higher booking capacity required in the course of a professional activity, a professional profile can also be requested from Autosécurité. These profiles are governed by specific terms and conditions.

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

These latter requirements are the sole responsibility of the customer.

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

Article 5. – Identification

The customer can access this service directly on the Autosécurité website, by scanning the QR code on the invitation sent, or by encoding the reference mentioned on the latter document.

When the customer does not have the invitation, he needs, where necessary and in order to allow the precise identification of the vehicle concerned, to enter the last four digits of the chassis-VIN number, as well as the registration mark. It is also possible to enter the complete chassis-VIN number directly.

In order to validate the reservation, the customer will also enter an e-mail address, as well as his mobile number. The data collected allows us to contact the customer in order to confirm the appointment and to provide any practical information required.

This information also allows us to contact the customer for any service communication in connection with this service, or for any updates to the terms and conditions, but also in the event of a change in the scheduled appointment due to unforeseen circumstances beyond our control.

Article 6. – Processing of personal data

6.1 Data of a personal nature provided in connection with this service are stored by our internal services for a period specified in article 7. To this end, Autosécurité must comply with the obligations imposed on it as data controller, in accordance with the applicable legislation in the field.

These are:

- Registration plate
- VIN – chassis number
- Email address
- Mobile number

6.2 In accordance with article 6 of Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, these data are only used for professional purposes in order to best meet the demand of our customers, following the subscription to this service.

In accordance with the minimisation principle, the data requested is adequate, relevant and not excessive for the purposes pursued. It will only be processed by the data controller, or by the group Autosécurité as a subcontractor, and will be neither transmitted nor assigned to third parties for commercial or other purposes.

6.3 Regulation 2016/679 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data confers at all times a right of access to personal data, a right to rectification or to erasure data, a right to object to processing, as well as a right to data portability.

All requests must be addressed in writing to the data protection officer at the following addresses:

privacy@autosecurite.be

Autosécurité S.A.
Avenue du Parc 33
Z.I. Petit-Rechain
B – 4800 VERVIERS

6.4 During the runtime of this service and after its expiry, the customer accepts and gives consent for Autosécurité to assemble and/or use statistics for the purposes of research, internal use, the development and improvement, provided that the statistics are anonymised and do not allow the customer to be identified.

The intellectual property rights created as a result of these statistical studies will belong to Autosécurité. The term “statistics” refers to anonymous information gathered through the use of this service.

Article 7. – Proof

Appointment and modification data are historically kept. All operations performed are recorded by Autosécurité in an electronic journal kept for a period of 10 years.

The contents of this journal may be reproduced or recorded on paper, or on any computer medium.

In the event of a dispute, Autosécurité will provide proof that the operations have been correctly carried out using one or more of these recording techniques mentioned above and that the notification has not been affected by a technical incident or by any other attributable failure.

Article 8 – Availability

The appointment portal service is accessible 24 hours a day, 7 days a week.

Autosécurité takes all reasonable and necessary measures to ensure the proper functioning, security and accessibility of our appointment portal for technical inspection. However, Autosécurité cannot offer any absolute guarantee of operability and shall only be subject to an obligation of means.

The customer alone is responsible for the computer media, software, and browsers and their extensions, of whatsoever nature, that he uses to access these services.

Any use of the appointment portal services is at the customer’s own risk.

Autosécurité is therefore not liable for any damage that may result from possible malfunctions, interruptions, defects or harmful elements present on the appointment portal services. Autosécurité is under no circumstances liable for any illegal or improper use, by the customer, of the website or of the services accessible via the website.

Autosécurité reserves the right to carry out any necessary adaptations or improvements to these services considered appropriate due to technological developments, or in order to comply with any applicable legislation and regulation.

Autosécurité also reserves the right to restrict access to the appointment portal services or to interrupt their operation at any time, without prior notification, particularly in the event of system maintenance, technical incident or force majeure.

Article 9. – Cancellation - modification period

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

Any modification or deletion of a reservation within 24 hours preceding the scheduled appointment remains possible, but will be qualified as late and, given the organisational impact, will result in the application of the flat rate surcharge - no-show - laid down in the regulations and recalled in article 10.

Article 10. – No-show flat rate surcharge

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

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

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

Article 11. – Obligations of the customer

It is the responsibility of each customer to ensure that the vehicle presented meets the administrative and technical requirements laid down by the relevant laws and decrees.

The vehicle presented must match the one entered when the appointment was made – identical chassis number/VIN.

It is the customer's responsibility to check that all required original documents are on board the vehicle before the scheduled inspection is carried out.

The vehicle must be presented at the agreed date and time at the chosen centre. Strict adherence by the customer to the allocated time slot is an essential condition of this service. On the day of the appointment, if the customer is more than 30 minutes early or late, acceptance of the vehicle, if

applicable, will be at the sole discretion of the local manager, depending on organisational constraints, workload and attendance at the centre concerned.

It is also the responsibility of our customers to choose the right appointment for the inspection they require (reason for inspection). Any incorrect choice has a significant organisational impact on the centre concerned. The different types of inspection are clearly detailed and explained on the appointment platform for technical inspection.

If the customer fails to comply with any of the above obligations, the inspection cannot be started, or will be terminated, and the official flat rate surcharge (no-show) will be applied.

The customer makes sure to be alone when he presents the vehicle. Any persons accompanying the customer are invited to leave the vehicle and follow the inspection from outside the inspection lines, or to take a seat in the waiting room.

Le customer ensures consistent progress of the vehicle along the inspection lines. It is forbidden to leave a vehicle halted and unoccupied in the inspection lines, or to alternately manoeuvre several vehicles alone.

The customer must remain physically present at the wheel of the vehicle, or accompany it during those phases requiring a member of Autosécurité staff to take charge of the said vehicle, throughout the various stages of the inspection, from reception to the end.

The customer respects the allocations and closures, if any, in the inspection lines.

Le customer complies with instructions given by Autosécurité staff or by law enforcement officers, as the case may be.

In the event of dissatisfaction, disputed decision, or any additional request, the customer contacts the local manager, who will examine the issue. No attempt to influence a decision, no threats and no pointless discussions will be tolerated

Article 12. – Prohibitions

The private customer refrains, in any circumstance, from:

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

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

Article 13. - Obligations and responsibilities of Autosecurité

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

This service will be provided with diligence and competence.

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

The human and technical means that appear reasonable in the light of comparable professional electronic services will be engaged for the purpose of ensuring a regular service.

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

Except in the case of fraud or gross negligence and with the exclusion of any indirect damage, Autosécurité also cannot be held responsible for any direct damage occurring to the customer, or to any third party as a result of:

- Failure by the customer to comply with his obligations under these or any applicable legislation;
- The justified application of the no-show surcharge;
- Any delay in execution that can be ascribed to third parties;
- Any temporary interruption of the service, or any interruption that can be ascribed to third parties;
- The impossibility of creating the necessary connection, interruptions of this connection in any way, or problems in sending and receiving transactions due to third parties;
- Inaccurate or incomplete data provided by the customer;
- Any negligence or the existence of an error on the part of the customer himself;
- Any problem in terms of the veracity, authenticity, credibility or timeliness of the orders received;

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

Article 14. - Intellectual property

The content of the appointment portal services (text, software, programs, photos, graphic elements, video images or any other material appearing on these portals) is the property of Autosécurité and is protected as such by the intellectual property laws in force.

Any representation, reproduction, adaptation or use, in whole or in part, of the contents, trademarks and services offered by the site, by any process whatsoever, without the prior, express and written authorisation of Autosécurité, is strictly forbidden.

The user of these services is granted a limited right to access, use and display the site and its content. This right is granted on a non-exclusive, non-transferable basis and may only be used for personal, non-commercial purposes.

No clause in these conditions, no downloading or copying operation in whatsoever manner of software, information and/or any other right of Autosécurité may be considered as a total or partial transfer of these intellectual property rights to the user or to a third party.

The names, logos and trademarks appearing on this website and/or on any other application, including the logo and the name of Autosécurité, are legally protected. No third party may use these names, logos and brands without the prior written authorisation of Autosécurité or any other rights-holder.

Article 15. - General provisions

Autosécurité reserves the right to modify, expand, delete, limit or interrupt the site and associated services at any time, without prior notification and without incurring any liability.

In the event of infringement of these general conditions by the user, Autosécurité reserves the right to take appropriate sanctions and measures for redress. In particular, Autosécurité reserves the right to refuse the user access to the site or the associated services.

The total or partial nullity of any clause in these conditions shall have no impact on the validity and application of the remaining clause. In such cases, Autosécurité has the right to replace the clause with another valid clause of similar scope.

Article 16. - Applicable law and competent jurisdiction

The present general conditions are governed by Belgian law.

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