

# Terms and Conditions for the *IMDS REACH Report Service*

## Contents

(1)	Background.....	1
(2)	Scope of IMDS REACH Report Service .....	1
(3)	Cost of IMDS REACH Report Service .....	2
(4)	Payment Terms and Taxes.....	2
(5)	Responsibilities of DXC .....	2
(6)	Limitation of Liability .....	2
(7)	Responsibilities of the client.....	3
(8)	Confidentiality .....	3
(9)	Force Majeure.....	3
(10)	Governing Law and Jurisdiction.....	3
(11)	Final Provisions .....	3

---

## (1) Background

EntServ Deutschland GmbH, a DXC Technology company (hereinafter referred to as “DXC”) is managing and operating the IMDS (International Material Data System) which is used for material reporting in the automotive industry world-wide.

Based on requests of IMDS users for comprehensive material data reporting in order to fulfil REACH and other legal obligations, DXC is offering this service to appropriately registered companies in addition to existing reporting functionality in IMDS and other services provided by DXC.

## (2) Scope of IMDS REACH Report Service

Prerequisite is that the requesting company (subsequently called client) is an IMDS registered company based on IMDS’ Terms of Use. Upon client’s request DXC will provide a proposal containing description of the service, its execution details (e.g. one time service vs. repeated) and the pricing.

The data contained in the IMDS REACH Report is the material data based on current and released versions of all component material data sheets received or prepared by the client. The content is defined in the service offering published in the IMDS Advanced Solution web pages under:

<https://public.mdsystem.com/web/imds-public-pages/imds-reach-report>

The client can select between the following output formats of the data contained in the report:

- XML (Extensible Markup Language),
- CSV (Comma Separated Values)
- Microsoft Excel.

### **(3) Cost of IMDS REACH Report Service**

Upon client request to the IMDS Advanced Solution Service Desk, an individual client proposal will be provided containing the pricing based on component material data sheets amount and structure of the client's registered company stored in IMDS.

The file format and content (data attributes) based on the standard IMDS REACH Report Service as well as the number and timing of requested IMDS REACH Reports Services will be described.

### **(4) Payment Terms and Taxes**

DXC will invoice the client after the IMDS REACH Report has been sent to the named client contact. All charges are payable within 30 (thirty) days without any deduction. Any amount not paid when due will bear interest until paid at a rate of interest equal to eight percent per annum more than the deposit facility rate established by the European Central Bank. All invoices submitted by DXC include the applicable value added tax ("VAT"). The client will bear the cost of and either pay to DXC, or reimburse DXC for the payment of amounts equal to any and all present or future taxes, assessments, duties, permits, tariffs, fees, and other charges of any kind, however designated, assessed, charged or levied, now or hereafter, including state, local, sales, use, property, gross receipt, provincial, excise, value-added goods and services, transaction or similar liabilities imposed in connection therewith, arising from or imposed by the IMDS REACH Report Service excluding income taxes that are based on or measured by DXC's net income. All invoices will be issued in Euros.

For the sole purposes of invoicing the IMDS REACH Report Services, DXC shall be entitled to disclose the company data, such as company name, contact person's name and address, provided by the client to a third party.

### **(5) Responsibilities of DXC**

DXC shall be responsible for the creation of the IMDS REACH Report as described in the proposal based on the company data stored in the IMDS database, but has no responsibility for the data content of the client's IMDS data.

DXC schedules in accordance with the client the point of time for the IMDS REACH Report to be generated. In case of repeated service, every time the IMDS REACH Report is generated the scheduling has to be defined.

In case of changes to the IMDS REACH Report data specification during execution of a contract the client will be informed accordingly.

DXC has the right to refuse the IMDS REACH Report Service provision in case of negative impacts to the technical environment of other IMDS services due to execution of the IMDS REACH Report.

### **(6) Limitation of Liability**

DXC will not be liable for any damages resulting from the receipt of the IMDS REACH Report unless caused by wilful misconduct or gross negligence of DXC. In case of gross negligence, the liability of DXC will be limited to such damages which may typically occur in comparative circumstances.

## **(7) Responsibilities of the Client**

Only in case of interest the client is asking for a formal proposal for the IMDS REACH Report Service from DXC. The client names a contact person for all aspects of the preparation, execution and closing of the contract for the IMDS REACH Report Service.

## **(8) Confidentiality**

The client shall neither pass on to any third party any data or other information received from the IMDS REACH Report Service, nor share or exchange with any third party such data or information gathered through this service. This includes as well documentation for the execution of the contract (e.g. proposal for the IMDS REACH Report Service).

## **(9) Force Majeure**

DXC shall not be liable for any default or delay in the performance of its obligations under these IMDS REACH Report Service Terms and Conditions if and to the extent such default or delay is caused, directly or indirectly, by: fire, flood, labour disturbances which present an unreasonable safety risk or prohibit access, earthquake, elements of nature or acts of God; riots, civil disorders, rebellions or revolutions in any country; or any other cause beyond the reasonable control of DXC, provided DXC is without fault in causing such default or delay, and such default or delay could not have been prevented by reasonable precautions and cannot reasonably be circumvented by DXC through the use of alternate sources, work around plans or other means. In such event, DXC shall be excused from further performance or observance of the obligation(s) so affected for as long as such circumstances prevail and DXC continues to use commercially reasonable efforts to recommence performance or observance whenever and to whatever extent possible without delay. In such case DXC shall without undue delay notify the client and describe at a reasonable level of detail the circumstances causing such delay.

## **(10) Governing Law and Jurisdiction**

The validity, interpretation and implementation of these IMDS REACH Report Service Terms and Conditions and the rights and obligations of the parties hereunder shall be construed in accordance with and be governed by German law. The exclusive place of jurisdiction for all disputes arising from and regarding this agreement is Frankfurt am Main, Germany.

## **(11) Final Provisions**

If any regulation of these provisions proves to be invalid or not feasible, the effectiveness of the other regulations shall remain unaffected thereby. The foregoing regulation shall apply mutatis mutandis in case the agreement should contain loopholes.