

WebastoConnect

General Terms and Conditions

Version October 2018



1. Scope of application

- 1.1. The services of the WebastoConnect Program ("**WebastoConnect**") which Webasto Thermo & Comfort SE ("**Webasto**") offers to end-consumers ("**Customer**") shall be based exclusively on these terms and conditions ("**Terms**"). Divergences from the present Terms shall only be effective if explicitly accepted by Webasto in writing. Detailed information about WebastoConnect are available at www.webastoconnect.com or www.webasto-connect.com ("**Website**").
- 1.2. The Customer accepts these Terms by purchasing hardware (Products acc. to clause 3.1.) related to WebastoConnect or by activating services related to WebastoConnect by other means (e.g. in mobile application).

2. Contractual partner, conclusion of contract

- 2.1. The contractual partner of the Customer who orders services in relation to WebastoConnect via the Website is

Webasto Thermo & Comfort SE

Friedrichshafener Str. 9
82205
Gilching
Germany

P.O. box 1410, 82199 Gilching,
Germany Tel.: +49 (89) 8 57 94-0
Fax.: +49 (89) 8 57 94-4 48
E-Mail: info@webasto.com

www.webastoconnect.com or www.webasto-connect.com

- 2.2. By clicking on the order button on the Website, the Customer submits a binding order for the purchase of the chosen services related to the Products as defined in clause 3.1 of WebastoConnect, and in doing so has to accept the Terms as well as the processing of data according to the data protection declaration and the disclosure of such data to third parties for the conduction of services in connection with WebastoConnect. Directly following this order, the Customer will receive an automatic e-mail confirming the content and the receipt of the order by Webasto. This automatic e-mail, however, does not yet constitute an acceptance of the order.
- 2.3. The contract will be concluded upon successful conclusion of the payment of the services purchased. The Customer will receive an e-mail with a respective confirmation from the payment Service Provider acting on behalf of Webasto (as defined in clause 3.1).

3. Content and services of WebastoConnect

- 3.1. WebastoConnect is a service of Webasto and relates to Webasto's core products such as heaters, AC units and other products within the area of business of Webasto ("**Products**"). Customers can acquire the Products directly from the respective authorized Webasto dealers. The services within the scope of WebastoConnect are provided by Webasto with support from external service providers ("**Service Providers**"). The contract is, however, in any case concluded between Webasto and the Customer only. Any terms and conditions of the Service Providers are not applicable.
- 3.2. The Service Providers will provide, among others, the following services on behalf of Webasto for the Customer:
 - a) Development and provision of services for WebastoConnect;
 - b) Maintenance of the services connected to WebastoConnect;

- c) Customer support (second level support);
- d) Billing of the services.

3.3. WebastoConnect is specifically restricted to the Webasto Products which has to be or already was purchased from and installed by a Webasto authorized distributor. WebastoConnect applies only to the specific Product purchased by the Customer and cannot be transferred to or used for other equipment or Products, including other Products of the same kind of other Customers.

3.4. WebastoConnect and the services related to it are an additional option to the respective Product and are not mandatory for its functionality or use. The options granted within WebastoConnect do not affect any legal rights the Customer has towards the authorized Webasto partner from whom the Webasto Product was originally purchased.

3.5. WebastoConnect serves to offer to the Customer the possibility to use additional features which will be provided via an interconnection to the respective vehicle the Product is used in. Within WebastoConnect, the Customer can choose between various programs and versions, details of which and the related services and benefits thereto are outlined on the Website

3.6. The services of WebastoConnect are purchased in advance by the Customer for a specific period of time, after which WebastoConnect expires and has to be renewed by the Customer.

4. Prices and payments

4.1. Prices, payment terms and possible additional fees in connection with WebastoConnect are laid down in detail in the latest price sheet which is displayed on the Website. All prices include the respective VAT applicable unless mentioned otherwise. The VAT percentage depends on the place of business of the respective Service Provider.

4.2. The prices for the ordered services of WebastoConnect are payable in advance for the respective period connected to the service purchased by the Customer. Future changes in prices are subject to the regulations of chapter 14 of these Terms. Prices for additional services will be charged separately.

4.3. Invoices for the orders and deliveries will be issued by Webasto. The Customer can carry out the payment by one of the payment methods displayed during the ordering process.

4.4. In case shipping costs accrue for the services ordered in relation to WebastoConnect, such costs will be displayed separately during the ordering process.

4.5. The payment is handled on behalf of Webasto by the respective Service Provider ("**Payment Service Provider**"). In this regard, the Payment Service Provider acts as an implementer of the payment handling service and as a payment service provider in cooperation with the local banks and credit institutions. In payments made with Visa, Visa Electron or MasterCard the Payment Service Provider will be shown as the recipient in the invoice and he will forward the payment to Webasto. In any case, the contractual partner of the Customer will remain Webasto, and no separate contract will be concluded between the Customer and the respective Payment Service Provider.

5. Activation and use of WebastoConnect

5.1. The Customer receives a preinstalled SIM card when purchasing WebastoConnect, which will be provided by the Service Provider and which is to be used in connection with the services ordered by the Customer. The SIM card serves the only purpose of connectivity with regard to WebastoConnect and does not include a contractual relationship with the mobile operator. The SIM card usage or service subscription starts from the moment when the SIM card is activated or the device is installed for the first time (trial period to use the device after installation is included in the hard ware price). Before the prepaid SIM subscription expires, the Customer is obliged to renew the subscription via

the Website. If the Customer fails to renew the subscription before the expiration date, Webasto reserves the right to charge an additional reactivation fee before any service usage may continue.

- 5.2. The Customer furthermore receives a unique device identification code with the ThermoConnect device. Device identification code (or "QR code") is used to pair mobile app with the device and to access my.webastoconnect.com via the mobile app. After the authentication has taken place, the Customer can enter his user information (My.webasto-connect.com).
- 5.3. The access to the operator's mobile network is arranged by the respective Service Provider. Customers are required to use the SIM card provided when subscribing for WebastoConnect. If a Customer uses their own SIM card, no responsibility on any SIM card-related problem is taken over by the Service Provider or Webasto and no support will be given in such matters. The SIM card of the Customer has to fulfill the standard minimum requirements WebastoConnect and the services demand. Furthermore, the usage of a different SIM card does not remove the obligation of the Customer to pay for the subscription.
- 5.4. The SIM card belongs to the Service Provider who acts on behalf of Webasto and it may only be used for the purpose of using WebastoConnect and the services related to it. Any altering, copying, misuse or other unauthorized use of or interaction with the SIM card is prohibited. The Customer is responsible for ensuring that, while in his possession, the SIM card is used according to these Terms and is protected from such altering, copying, misuse or other unauthorized use or interaction.
- 5.5. The Customer is not allowed to grant third parties access to WebastoConnect or the services or to let third parties use WebastoConnect or the services. If it comes to the Customer's knowledge or if the Customer has reason to believe that the SIM card is lost or is being used without permission, the Customer has to contact Webasto immediately via the contact information on www.webasto-connect.com to ensure that the SIM card is locked.
- 5.6. Webasto reserves the right to terminate the contract in accordance with clause 9 of these Terms if the Customer fails to adhere to these regulations.

6. Failure and deficiencies

The Customer is obliged to notify Webasto without undue delay from the moment of detection of any failure or deficiencies in relation to WebastoConnect or any of the services. Webasto cannot be held liable for any damage or loss caused by such fault or deficiencies due to a delayed notice by the Customer, except in cases where an exclusion of liability is prohibited by way of law.

7. Right of revocation

- 7.1. In case the Customer is a natural person who concludes a legal transaction mainly for purposes which are related neither to their commercial nor independent activity (consumer), the Customer has a right of revocation, in Germany according to § 312g, § 355 BGB (Bürgerliches Gesetzbuch – Civil Code of Conduct), and in other countries according to the respective applicable law.
- 7.2. Right of revocation in purchasing contracts on goods

Cancellation policy

Right of revocation

You have the right to withdraw from the contract within fourteen days without giving reasons.

With regard to purchasing contracts, the revocation period is fourteen days from the day you or a third party designated by you who is not the carrier has taken possession of the goods.

In case of a contract on several goods that have been ordered by you with one order and which are delivered separately, the revocation period is fourteen days from the day you or a third party designated by you who is not the carrier has taken possession of the last good.

In the case of a contract on goods being delivered in several partial shipments or pieces the revocation period is fourteen days from the day you or a third party designated by you who is not the carrier has taken possession of the last partial shipment or the last piece.

In the case of a contract on the regular delivery of goods over a certain period of time the revocation period is fourteen days from the day you or a third party designated by you who is not the carrier has taken possession of the first good delivered.

In order to execute your right to revocation, you have to send us (Webasto Thermo & Comfort SE, Friedrichshafener Str. 9, 82205 Gilching, Germany, E-Mail: info@webasto.com, Tel.: +49 (89) 8 57 94-0, Fax.: +49 (89) 8 57 94-4 48) an explicit notice (e.g. via mail, fax or e-mail) on your decision to withdraw from the contract. Such notice can also be given by using the revocation template attached to these Terms, which is, however, not mandatory.

In order to keep the revocation period, it is sufficient if you send off the said cancellation notice before the expiry of the revocation period.

Consequences of the revocation

When you have withdrawn from the contract, we have to refund to you all payments we have received so far from you, including all costs of shipment (with the exception of additional costs which occurred due to your choice of a method of shipment different from the cheaper standard shipment we offer), within fourteen days from the day your cancellation notice was received by us.

For the refund we will use the same payment method you originally deployed for the transaction, unless we have explicitly agreed upon otherwise with you. We will, in no case, charge any costs to you in relation to the refund process. We have the right to deny the refund until you have send back the goods already received from us or until you have proven that you have send them back to us, whichever comes first.

You are obliged to send back the goods in due time and the latest within fourteen days from the day you informed us about your decision to withdraw from the contract. The period of time will be kept if you send the goods off or hand them back to us before the expire of the said fourteen days. We will bear the costs of such return.

You will only be charged with a potential loss of value of the goods in case this loss of value is due to a handling of the goods by you which is neither necessary nor reasonable for a check of the goods regarding their qualities and functionalities.

End of cancellation policy

7.3. Right of revocation in contracts on services:

Cancellation policy

Right of revocation

You have the right to withdraw from the contract within fourteen days without giving reasons.

In order to execute your right to revocation, you have to send us (Webasto Thermo & Comfort SE, Friedrichshafener Str. 9, 82205 Gilching, Germany, E-Mail: info@webasto.com, Tel.: +49 (89) 8 57 94-0, Fax.: +49 (89) 8 57 94-4 48) an explicit notice (e.g. via mail, fax or e-mail) on your decision to withdraw from the contract. Such notice can also be given by using the revocation template attached to these Terms, which is, however, not mandatory.

In order to keep the revocation period, it is sufficient if you send off the said cancellation notice before the expiry of the revocation period.

Consequences of the revocation

When you have withdrawn from the contract, we have to refund to you all payments we have received so far from you, including all costs of shipment (with the exception of additional costs which occurred due to your choice of a method of shipment different from the cheaper standard shipment we offer), within fourteen days from the day your cancellation notice was received by us.

For the refund we will use the same payment method you originally deployed for the transaction, unless we have explicitly agreed upon otherwise with you. We will, in no case, charge any costs to you in relation to the refund process. We have the right to deny the refund until you have send back the goods already received from us or until you have proven that you have send them back to us, whichever comes first.

Please note:

In case you have asked for a start of the performance of the services during the revocation term, you have to refund a reasonable amount to us which reflects those parts of the services which have already been performed by us prior to your cancellation notice of the contract in relation to the overall scope of the services under the contract.

End of cancellation policy

7.4. The right to revocation does not apply in the following cases:

- a) contracts on the delivery of goods which have been individually designed and manufactured according to the requirements and individual specifications and needs of the Customer,
- b) contracts on the delivery of goods in case these goods have been mixed inseparably, due to their condition, with other goods,
- c) contracts on services for which the Customer has explicitly asked the contractor to visit him in order to conduct urgent repair and maintenance works; this does not apply to further services being performed during the visit which have been ordered explicitly by the Customer or in relation to such goods being delivered during the visit and which are needed for the repair or maintenance as spare parts.

7.5. In case of a revocation of the whole order the shipment costs will be refunded in full to the Customer. In case of a revocation of only a part of the order the shipment costs will only be refunded if shipments costs had been paid in relation to the specific goods affected by such revocation. Shipment costs will not be refunded if they have occurred due to the Customer choosing

a shipment method different from the cheaper standard shipment offered by Webasto.

8. Reservation of title

Any goods and services ordered by the Customer will remain in the ownership of Webasto until full payment by the Customer.

9. Term of the Contract, Termination

9.1. Unless agreed otherwise, WebastoConnect and the services related to it will be activated immediately after the conclusion of the contract between Webasto and the Customer. The activation will, in a first step, be started for a certain trial period, and will be done by the dealer or distributor certified by Webasto from whom the Customer purchased the respective Product. WebastoConnect and the related services will be active until the Customer's subscription runs out, or in case the contract is terminated earlier due to other reasons.

9.2. Both Webasto and the Customer furthermore have the right to terminate the contract for cause with a period of two (2) weeks. Any notice of termination has to be done in writing. For Webasto, such termination for cause is, for example, possible in cases of a violation of the Terms or the conditions of the contract by the Customer, or in cases where the Customer, after having purchased the services of WebastoConnect, moves to a country where Webasto cannot provide these services.

9.3. Upon termination of a service or the contract as a whole, regardless of the reason for such termination, Webasto is obliged to refund the proportion of the costs already paid which will not be used by the Customer anymore from the day the termination is effective. The Customer is obliged to pay all costs and fees, if still outstanding, in connection with WebastoConnect and the services until the termination becomes effective. In case of a termination for cause by Webasto due to a breach of the contractual conditions by the Customer, Webasto will not be obliged to refund the prices already paid by the Customer in advance.

10. Claims for defect

10.1. The period of limitation is two years (24 months) from the receipt of the goods or services by the Customer.

10.2. During the period of limitation, the Customer can submit the claims for defects of the goods or services to Webasto via the customer hotline of Webasto, Tel.: +49 (89) 8 57 94-0. Further information is available on the Website.

10.3. In case the Customer is a merchant, i.e. if the Customer is submitting an order in the exercise of their commercial or independent activity, the period of limitation is 12 months from the delivery of the goods or services. This does not apply to claims for damages to body, life and health which are based on a negligent act by Webasto or a willful or negligent act by Webasto's representatives or agents.

10.4. Unless the Customer is a consumer, the right to assign claims for defects is excluded.

11. Liability

11.1. Webasto does not warrant a 0 % fault tolerance. To the maximum extent permitted by law, Webasto is not responsible for any indirect (material or immaterial) or consequential damage caused to the Customer.

11.2. Apart from that, Webasto shall only be liable to the Customer for losses or damage if:

- a) Webasto has culpably (i.e. at least through negligence) committed a fundamental breach of contract (violated a cardinal duty) in a manner jeopardizing the object of the contract, or

- b) the loss or damage has been caused by gross negligence or willful intent on the part of Webasto;
- c) if the loss or damage relates to liability under product liability law, especially in cases of harm to body, life and health of persons.

11.3. Webasto's liability shall be limited to the typical foreseeable loss or damage in the following cases:

- a) Fundamental breach of contract (violation of a cardinal duty) due to neither gross negligence nor willful intent;
- b) Violation of other duties due to gross negligence by Webasto's employees or representatives.

11.4. Any restriction of liability in this chapter 11 shall not apply if such restriction is prohibited by the applicable mandatory statutory law.

11.5. The regulations of this chapter 11 shall also apply if the Customer claims damages against Webasto's employees or representatives.

12. Exclusion of liability, interruptions, force majeure

12.1. Webasto will not be liable if one of the following occurs:

- a) Issues related to the Webasto Product which are outside the liability of Webasto or outside the scope of influence of Webasto, including but not limited to incorrect use or misuse of the Product by the Customer.
- b) Incorrect use of WebastoConnect by the Customer or a use contrary to the regulations set out in clauses 5.4 or 5.5.
- c) In all other cases in which the deficiencies or failure of WebastoConnect, the services or the SIM card is attributable to the Customer.

12.2. Use of WebastoConnect and the services requires data communication via a mobile network. In case of a weak mobile signal reception, the use of WebastoConnect and the services may be temporarily interrupted. Furthermore, WebastoConnect or the services may be temporarily partly or fully unavailable due to technical reasons, geographical situations, network faults, signal congestion or other factors outside Webasto's influence. Webasto cannot be held liable for any of these factors or any consequences thereof.

12.3. WebastoConnect or the services may be temporarily interrupted if:

- a) Customer fails to pay the agreed prices in due time;
- b) Customer has provided the wrong or inadequate information;
- c) Customer uses WebastoConnect or the services in a way not approved by Webasto or contrary to these Terms;
- d) Webasto has reason to believe that the Customer is using WebastoConnect or the services against the law or violates the rights of a third party;
- e) Network safety, security and/or functionality or a third party interest requires to do so.

12.4. In cases of an interruption, Customer will receive a notification by the Service Provider as soon as possible. Any temporary interruption of WebastoConnect or the services as outlined in this chapter 12 does not affect the Customer's obligation to pay the agreed prices in time.

12.5. Webasto is not responsible and cannot be held liable for any damage or deficiencies caused by an event of force majeure, i.e. all events which are beyond the control of Webasto, and which are unforeseen, unavoidable, or insurmountable, and which prevent total or partial performance by Webasto. Such events shall include earthquakes, typhoons, flood, fire, war, epidemics, or any other events which cannot be foreseen, prevented or controlled, including events which are accepted as force majeure in general international commercial practice.

13. Handling of personal information of the Customer; data protection

13.1. Any personal information the Customer provides to Webasto or a Service Provider are only used for the duration of the contract between Webasto and the Customer. The data is collected to manage the customer relation (e.g. billing) and to provide WebastoConnect and the related services. Without the Customer's explicit consent, the Customer's personal details will only be used for providing the services and safeguarding the Customer's rights for the duration of the contract, in accordance with the respective Data Protection Acts applicable, especially the EU General Data Protection Regulation.

13.2. The data is collected by the Service Provider on behalf of Webasto in accordance with the applicable data protection laws. Neither the Service Provider nor Webasto will disclose personal or service usage information of the Customer to any third parties unless it is mandatory by applicable law, e.g. to state authorities of similar authorities.

13.3. The details of the data collection and the data protection are laid down in the privacy policy which can be downloaded from the Website or via this [link](#).

13.4. The Customer has the right to inspect, change and request removal of their personal information.

13.5. If a collection of positioning or location data is required in order to provide WebastoConnect and the services, such data will be collected and archived only to the extent it is absolutely necessary for these purposes. Such location information will be handled with the same care as the personal Customer information.

14. Changes

14.1. Webasto reserves the right to change these Terms or the prices for WebastoConnect and the services and will provide the Customer with a notice thereof. Customer has the right to terminate the contract if the changes are to his disadvantage. The Customer accepts these changes by continuing the use of WebastoConnect after such notification is given by Webasto and if he does not terminate the contract in due time thereafter.

14.2. A change of the service settings or an update of any software or firmware regarding WebastoConnect in order to improve the functionality of WebastoConnect or the services can be made without a separate notification to the Customer.

15. Communication and contact information

15.1. Any communication between Webasto and the Customer is conducted via the account of the Customer. Contact information is available on the Website.

15.2. The Customer is required to inform Webasto of any changes regarding his contact information or any other personal information that is relevant for providing the services to the Customer.

16. General Provisions

16.1. Unless explicitly agreed otherwise, the Terms shall be governed by the law of the state (or country) where the Webasto entity has its place of business. The provisions of the United Nations

Conventions on Contracts for the International Sale of Goods (CISG) and the conflict of law provisions shall be explicitly excluded.

16.2. Exclusive place of jurisdiction shall be the place of business of Webasto if the Customer is a merchant, a legal entity of public law or of special fund under public law.

16.3. If any of the provisions of these Terms prove or become invalid, this shall not affect the validity of the remaining provisions.

16.4. Appeal proceedings via the online dispute resolution for consumers: <http://ec.europa.eu/consumers/odr/> . We consent to a resolution of disputes with consumers at a dispute resolution body. Consumers can apply to one of the dispute resolution body listed under <https://ec.europa.eu/consumers/odr/>.

Template for revocation notices

(If you want to withdraw from the contract, please fill in this form and send it back to

us.) To

Webasto Thermo & Comfort SE
(„Webasto“) Friedrichshafener Str. 9
82205
Gilching
Germany

P.O. box 1410, 82199 Gilching,
Germany Tel.: +49 (89) 8 57 94-0
Fax.: +49 (89) 8 57 94-4 48
E-Mail: info@webasto.com

Revocation

I/We (*) hereby withdraw from the contract concluded by me/us (*) on the purchase of the following goods / the ordering of the following services (*):

Ordered on (*)/received on (*): _____

Name of the Customer(s): _____

Address of the Customer(s): _____

Signature(s) of the Customer(s)
(if send via mail)

Date: _____

(*) Please delete that which is not applicable.

This revocation template can also be downloaded from the Website.

