

Where the information in the text refers to the masculine form, this is not meant to be gender-specific, but serves solely for reasons of better legibility.

Webasto Connect General Terms and Conditions of Business

Version November 2019

1. Scope of application

1.1. The Webasto Connect program ("**Webasto Connect**") is a service of Webasto Thermo & Comfort SE ("**Webasto**"). The services of Webasto Connect offered to its end-consumers ("**Customer**") shall be subject exclusively to these Terms and Conditions of Business ("**Terms**"). Divergences from these Terms shall only be effective if explicitly accepted by Webasto in writing. Detailed information about Webasto Connect is available at www.webasto-connect.com ("**Website**").

1.2. The Customer must agree to these Terms when activating services of Webasto Connect (e.g. in the mobile phone app).

2. Contractual partner

2.1. The contractual partner of the Customer when using the Webasto Connect services is

Webasto Thermo & Comfort SE
Friedrichshafener Str. 9
82205 Gilching
Germany
Postfach 1410, 82199 Gilching, Germany
Tel.: +49 (89) 8 57 94-0
Fax.: +49 (89) 8 57 94-4 48
Email: info@webasto.com
www.webasto-connect.com

3. Provision and functions of services within the scope of Webasto Connect

3.1. Webasto Connect is provided for Webasto's core products, such as heaters, air conditioning systems and other products that belong to Webasto's business area ("**Products**"). Customers can acquire and arrange for the installation of the Products directly from the respective authorized Webasto dealers. In order to use the Webasto Connect services, the Customer must also have a ThermoConnect control unit ("**Control Unit**") installed. The contract for the purchase and installation of the Products and the Control Unit shall be concluded directly with the authorized Webasto dealer.

3.2. Webasto Connect shall be specifically restricted to the Webasto Products which are to be or already have been purchased from and installed by a Webasto authorized dealer. Webasto Connect shall be valid only for 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 belonging to other Customers. The use of Webasto Connect services is only possible with simultaneous installation of the Control Unit (see Section 3.1.).

3.3. Webasto Connect offers the following functions ("**Services**"):

- a) Operation of the parking heater, independent of distance from the vehicle (switching the heater on and off; heating depending on the time of departure; programming heating processes individually; choosing between heating and ventilation).
- b) Location service (integrated GPS functionality; shows you where your car is and how to get there; connects to your map app or Google Maps).
- c) Geofencing function (notification when your vehicle leaves a defined geographical area); position-related events (connecting Webasto Connect to your smart home system; sending signals when the vehicle leaves or returns again to the defined location).
- d) Monitoring function (control of multiple devices in different vehicles; display of temperature for the interior; ascertaining battery charge).
- e) In some countries, an electronic driver's logbook is also offered, which can be added as an option.
- f) Information on other Services can be viewed on the Website.

3.4. The Services offered within the scope of Webasto Connect are provided by Webasto with support from external service providers ("**Service Providers**"). In every case, however, the contract is concluded between Webasto and the Customer only. The Service Providers' own terms and conditions of business shall not apply vis-à-vis the Customer. The Service Providers provide, among other things, the following Services on behalf of Webasto for the Customer:

- a) Development and provision of services for Webasto Connect;
- b) Maintenance of the Services relating to Webasto Connect;
- c) Customer support (second level support).

3.5. The Customer can use the Webasto Connect Services by downloading the Webasto Connect App ("**App**") or, if the Customer has a corresponding account, via the Website my.webasto-connect.com. In order to use the Services, the Customer must consent to these Terms as well as the processing of his data in accordance with the data privacy policy and the disclosure of his data to third parties for the purpose of providing the Webasto Connect Services.

3.6. Webasto Connect and the Services related to it are an additional option for the respective Product and are not mandatory for its functionality or use. The Customer's legal rights vis-à-vis the authorized Webasto partner from whom the Customer originally purchased the Webasto Product shall remain unaffected by the rights granted within the scope of Webasto Connect. The Services of Webasto Connect are provided to the Customer via a radio link to the vehicle in which the Product is used.

3.7. The Webasto Connect Services shall be available to the Customer for a fixed period of time, after the expiry of which the Customer must renew the Webasto Connect Services he wishes to continue to use the Services (cf. Section 4).

4. Prices and payments

4.1. Prices, payment terms and possible additional fees which apply in connection with Webasto Connect can be viewed on the Website. Unless stated otherwise, all prices include the respective applicable VAT. The rate of VAT shall be based on the Customer's place of purchase.

4.2. Upon first use, the Webasto Connect Services shall be offered to the Customer free of charge for a certain period of time. The length of this period can be found on the Webasto Connect Website. The duration of this free provision phase shall begin with the activation of the receiver on the Control Unit and the automatic connection to the Internet.

4.3 The Customer will be notified in good time before the end of the free provision phase. The Customer must pay the applicable prices for Webasto Connect via the Webasto Connect Website if he wishes to continue to use the Services. Payment shall be due in advance and can be made using the payment methods indicated on the Website. Future changes in prices shall be subject to the regulations of Section 13 of these Terms. Prices for additional Services will be charged separately.

4.4. As soon as the payment is completed, the Services shall be activated for further use. The Customer shall then receive an invoice with the payment confirmation via his account on the Website (if available) or via email.

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

4.6. Payment is handled on behalf of Webasto by third parties. In this context, they act as executors of the payment processing in cooperation with service providers such as Paypal or Stripe. In any event, the Customer's contractual partner in respect of the Webasto Connect Services is and shall remain Webasto and no separate contract shall be concluded between the Customer and the relevant third parties; the Customer may have to accept separate payment terms from the third parties in order to complete the payment process.

5. Activation and use of Webasto Connect

5.1. The radio connection to the Product or the Control Unit is made possible by an eSIM card integrated in the Control Unit. The SIM card serves only for the purpose of connectivity and does not involve a contractual relationship with the mobile operator. The Customer shall also receive a unique ID number with the Webasto Product. The device ID (or "QR code") is used to connect the App to the device and for access via my.webasto-connect.com.

5.2. Third parties, e.g. family members of the Customer, can also gain access to the Control Unit and thus the Product, provided that these third parties have downloaded the App to their mobile phones and the Customer, as the main user of the Services, has actively enabled these third parties to access the specific Product. The activation by the Customer can be cancelled by the latter at any time.

5.3. It is also possible to control several devices in different vehicles via the App. In order to grant access to third parties, the main user of the Services must actively authorize and enable this third party; the authorization can be revoked at any time.

5.4. The eSIM card can only be used for the purpose of using Webasto Connect and the Services related to it. Any altering, copying, misuse or other unauthorized use of or interaction with the eSIM card is prohibited.

5.5. If the Customer becomes aware or has reason to believe that third parties have gained unauthorized access to the Services or the Control Unit, the Customer must inform Webasto immediately using the contact details provided on my.webasto-connect.com so that the eSIM

card can be blocked. Webasto reserves the right to terminate the contract in accordance with Section 8 of these Terms if the Customer fails to adhere to these regulations.

6. Failure and deficiencies

6.1. The Customer is obliged to notify Webasto without undue delay from the moment of detection of any failure or deficiencies in relation to Webasto Connect 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. If the Customer is a natural person who concludes a legal transaction mainly for purposes which are related neither to his 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 there.

7.2. Right of revocation in contracts for services:

Revocation regulation

Right of revocation

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

To make use of your right of revocation, you must expressly notify us (Webasto Thermo & Comfort SE, Friedrichshafener Str. 9, 82205 Gilching, Germany, Email: info@webasto.com, Tel.: +49 (89) 8 57 94-0, Fax.: +49 (89) 8 57 94-4 48) in writing (e.g. via mail, fax or email) of your decision to withdraw from the contract. Such notice can also be given by using the revocation template attached to these Terms; this is, however, not mandatory.

In order to comply with the revocation period it is sufficient if you send us said revocation notice before the expiry of the revocation period.

Consequences of the revocation

If you have withdrawn from the contract, you will within fourteen days of receipt of your notice of withdrawal be reimbursed for any payments you have made for the use of the Services of Webasto Connect up to that time.

For the refund we will use the same payment method you originally used for the transaction, unless we have explicitly agreed otherwise with you. We will in no case charge any costs to you in relation to the refund process.

Please note:

If you have effectively revoked the contract, you will no longer have access to the Services of Webasto Connect. The purchase and installation contract for the Webasto Product and Control Unit concluded between you and the authorized Webasto dealer shall not be affected by this revocation.

End of the revocation regulation

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

- a) contracts for 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 for the delivery of goods if these goods, by virtue of their nature, have been mixed inseparably with other goods,
- c) contracts for 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.

8. Termination

8.1. Both Webasto and the Customer are entitled to terminate the contract with immediate effect for good cause. Any notice of termination must be effected in writing. Webasto may terminate the contract extraordinarily if, for example, the Customer has breached the agreed terms of the contract or, after purchasing Webasto Connect Services, moves to a country in which Webasto cannot provide the Services.

8.2. 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 the Customer will not use anymore as of the day the termination becomes effective. The Customer is obliged to pay all costs and fees, if still outstanding, in connection with Webasto Connect 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.

9. Warranty rights; Updates

9.1. The warranty period shall be based on the duration of the contract with the Customer for the Services of Webasto Connect and shall begin with the activation of the Services.

9.2. The Customer can submit the claims for defects via the Webasto customer hotline, Tel.: +49 (89) 8 57 94-0. Further information is available on the Website.

9.3. The Control Unit in the vehicle carries out automatic updates if a new software function is available (see also Section 13.2). If updates to the App are available, the Customer will be notified of this in the App and will be able to perform the update manually. Updates shall not lead to a new start or an extension of the warranty period defined in Section 9.1.

10. Liability

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

10.2. That notwithstanding, 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; or
- c) if the loss or damage relates to liability under product liability law, especially in cases of injury to body, life and health of persons.

10.3. 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.

10.4. Any restriction of liability in this Section 10 shall not apply if such restriction is prohibited by applicable mandatory statutory law.

10.5. The regulations of this Section 10 shall also apply if the Customer claims damages against Webasto's employees or representatives.

11. Exclusion of liability, interruptions, force majeure

11.1. Webasto shall 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 and/or the Control Unit by the Customer.
- b) incorrect use of Webasto Connect by the Customer or a use contrary to the regulations set out in Section 5.
- c) in all other cases in which the deficiencies or failure of Webasto Connect, the Services or the eSIM card is attributable to the Customer.

11.2. Use of Webasto Connect and the Services via the App requires data exchange via a mobile network. In case of weak mobile signal reception, the use of Webasto Connect and the Services may be temporarily interrupted. Furthermore, Webasto Connect 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. This includes the switch-off of mobile network standards in individual countries where Webasto Connect is available and/or the changeover to new mobile network standards, on which Webasto Connect may not be technically feasible. Webasto cannot be held liable for any of these factors or any consequences thereof.

11.3. Webasto Connect or the Services may be temporarily interrupted if:

- a) the Customer fails to pay the agreed prices in due time;
- b) the Customer has provided the wrong or inadequate information;
- c) the Customer uses Webasto Connect 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 Webasto Connect or the Services contrary to the law or in a way that violates the rights of a third party;
- e) this is necessary for reasons of network safety, security and/or functionality or the interests of third parties.

11.4. In cases of an interruption, the Customer will receive a notification from the Service Provider as soon as possible. Any temporary interruption of Webasto Connect or the Services as outlined in this Section 11 does not affect the Customer's obligation to pay the agreed prices in time.

11.5. 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 in general international commercial practice are recognized to be force majeure.

12. Handling of personal information of the Customer; Data protection

12.1. Any personal data the Customer provides to Webasto shall only be used for the duration of the contract between Webasto and the Customer. The data are collected to manage the customer relationship (e.g. billing) and to provide Webasto Connect and the related Services. Without the Customer's explicit consent, the Customer's personal data 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 laws applicable, especially the EU General Data Protection Regulation.

12.2. The data are 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 data pertaining to the Customer to any third parties unless it is mandatory by applicable law, e.g. to state authorities or similar authorities.

12.3. 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](#).

12.4. The Customer has the right to information about his personal data as well as to change and delete these data.

12.5. If a collection of positioning or location data is required in order to provide Webasto Connect and the Services, such data will be collected and archived only to the extent absolutely necessary for these purposes. Such location information will be handled with the same care as the Customer's personal data.

13. Changes

13.1. Webasto reserves the right to change these Terms or the prices for Webasto Connect and the Services and will notify the Customer accordingly on the Website or in the App. With the annual renewal of the Webasto Connect Services, the Customer must agree to the Terms applicable valid at that time. The Customer has the right to terminate the contract if the changes are to his disadvantage. The Customer consents to the changes if, after being informed by Webasto of the changes, he continues to use Webasto Connect and does not terminate the contract within a reasonable period, in case of doubt two weeks after the Customer has been informed of the changes.

13.2. A change of the service settings or an update of any software or firmware for Webasto Connect in order to improve the functionality of Webasto Connect or the Services can be made without a separate notification to the Customer.

14. Communication and contact information

14.1. All communication between Webasto and the Customer shall be conducted via the App, if available, or via the Customer's user account via the Webasto Connect Website. Contact information is available on the Website.

14.2. 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.

15. General Provisions

15.1. Unless explicitly agreed otherwise, these Terms shall be governed by the law of the state (or country) in which Webasto has its registered office. The provisions of the United Nations Conventions on Contracts for the International Sale of Goods (CISG) and the conflict of law provisions are explicitly excluded.

15.2. The exclusive place of jurisdiction shall be the registered office of Webasto if the Customer is a merchant, a legal entity of public law or of special fund under public law.

15.3. Should any of the provisions of these Terms be or become invalid, this shall not affect the validity of the remaining provisions.

15.4. 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 bodies 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
Postfach 1410, 82199 Gilching, Germany
Tel.: +49 (89) 8 57 94-0
Fax.: +49 (89) 8 57 94-4 48
Email: 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 sending via mail)

Date: _____

(*) Please delete that which is not applicable.

This revocation template can also be downloaded from the Website.