

## **General Terms and Conditions of the "Trailer Service Online"**

The following General Terms and Conditions of the "Trailer Service Online" (hereinafter, the "Terms and Conditions") shall be applicable to all agreements concluded between a vehicle owner (hereinafter, an "owner") and WABCO Fahrzeugsysteme GmbH (hereinafter, "WABCO") concerning the analysis service "WABCO Trailer Service Online" (hereinafter, "TSO").

### **§ 1 – Offer and Conclusion of a Contract**

1. WABCO's offers and services concerning the TSO shall be provided exclusively in accordance with these Terms and Conditions. Any confirmations to the contrary by the owner with reference to terms and conditions of business or purchasing contrary to or at variance with these Terms and Conditions are hereby opposed. No other terms and conditions shall form a component of contract, even if not expressly contradicted.

2. The use of the TSO shall be subject to the prior registration and authorisation of the owner by WABCO.

By submitting the registration, the owner issues a legally binding offer to WABCO to conclude a framework agreement on the use of the TSO in return for payment. By submitting this registration, or at the latest by the time WABCO's services are accepted, the owner consents to the exclusive application of these Terms and Conditions. In principle, a framework agreement concerning the use of the TSO against payment shall only come about when the owner receives authorisation to access WABCO's TSO service or, otherwise, when the owner accepts the services of WABCO.

In addition, once the use of the TSO has been authorised, the owner shall conclude separate supplementary agreements with WABCO providing the owner the right to use the TSO to receive and retrieve data and analyses (so-called "analysis package") concerning the vehicles connected to the system. By submitting an "order" the owner issues a legally binding offer to WABCO to purchase the analysis package determined by the owner. In principle, the supplementary agreement concerning the analysis package determined by the owner shall come about through a confirmation by e-mail from WABCO or otherwise through a successful query by the owner.

The number of retrievals acquired with an individual supplementary agreement shall

be evident from the current price list. The framework agreement concerning the use of TSO against payment shall not alone guarantee that the owner will be able to retrieve and analyse data concerning the vehicles specified by the owner.

3. All agreements reached between WABCO and the owner as a consequence of the registration shall be set down in writing in contractual documents, in these Terms and Conditions and in WABCO's authorization. No verbal collateral agreements have not been made. Any modifications to or supplements of agreements between WABCO and the owner must be made in writing. This shall also apply to any waiver or modification of this requirement for the written form.

## **§ 2 – Subject of Agreement**

1. Through the origination of a framework agreement in accordance with the principles of § 1 of these Terms and Conditions, WABCO shall be commissioned to record and administer the data for those vehicles of the owner mentioned in the registration.

The following data shall be recorded:

- a) kilometres travelled and hours used
- b) axel load over distance covered and at the start of a trip
- c) number of trips with more than 10% overload
- d) number of times brakes were used
- e) reserve pressure
- f) tire pressure
- g) maximum and average speed during a trip
- h) brake pressure
- i) frequency of occurrence of lateral acceleration values
- j) number of times ABS and RSS was used
- k) information on brake pad wear

- l) load
  - m) average value of steering pressure (in thousandths) when braking and over the last 5,000 times brake was used
  - n) number of times brake was used with stoplight plug and anti-jackknifing brake
  - o) CAN data
2. By retrieving the data record of a particular vehicle and undertaking a TSO analysis, WABCO shall be commissioned to retrieve the data of the specified vehicle, to analyse it using the TSO and finally to provide to the owner online the data and TSO results.
3. To execute this Agreement using the TSO, the trailer to be analysed must be equipped with an EBS modulator of the D generation (production date on or after January 1, 2004), in which a data storage medium is installed to collect vehicle data. In addition, after registration and WABCO authorisation, the owner shall acquire a software module which is necessary to generate and read a vehicle's data. A completely passive system is employed, which records values through sensors and carries out measurements. There is no interference with the vehicle's other systems.

### **§ 3 – Registration**

1. Before registration, the owner shall receive the following information, which can be accessed at any time at [www.trailerserviceonline.com](http://www.trailerserviceonline.com):
- a) a general description of functions concerning the TSO's analysis contents
  - b) the general user instructions
  - c) these Terms and Conditions
  - d) WABCO's data protection principles
  - e) the price list which provides the cost per analysis and the scope of the analysis package to be acquired (scope of services in general)
2. When registering, the following owner-specific data must be provided:

- a) name
- b) type of business
- c) e-mail address
- d) street
- e) city, postal code, country
- f) phone
- g) method of payment

The information in a) – c) is required; the other information is voluntary.

The e-mail address shall also function as the user name when retrieving data. In addition, a password chosen by the owner is to be specified while registering. The user name and password shall enable the owner to access the TSO and the data on the registered vehicle.

3. Additional approvals can be granted to access the data of the owner's vehicles, e.g. to employees of the vehicle manufacturer or the owner's own employees. If additional persons would like access to these data, they must document to WABCO that the owner agrees to such access.

In cases where the additional authorised persons are the owner's own employees, then their e-mail address shall serve as their own user name, provided the address indicates affiliation with the owner's business. Additionally authorised employees shall determine their password; once they have notified WABCO of the password, the password shall facilitate access for them to data and analyses in application of these Terms and Conditions.

4. When registering the vehicle, the person carrying out the registration shall confirm that such person is the owner of the vehicle or the owner's representative and is thus authorised to undertake the registration.
5. To gain authorisation to access the TSO, the owner must request as a natural or legal entity the authorisation with the intent to exercise a commercial or independent professional activity, that is, as a businessperson in the terms of § 14(1) of the Civil

Code. During the registration, the owner shall be able to submit a corresponding declaration.

6. Before the registration is completed, the owner or the representative thereof must agree to the disclosure of data in accordance with WABCO's data protection principles. These shall be kept available at all times at [www.trailerserviceonline.com](http://www.trailerserviceonline.com). During the registration process, the data protection principles shall be available at all times and may be printed out or downloaded.
7. The following vehicle-related data should be specified during registration:
  - a) brief description of the vehicle
  - b) vehicle's license plate
  - c) ECU serial number
  - d) chassis number
  - e) the first day on which the vehicle was registered
  - f) type of vehicle
  - g) type of chassis
  - h) geographic area in which the vehicle shall be used
  - i) comments on the vehicle

The information in a) – d) is required; the other information is voluntary. Each individual vehicle must be registered separately.

8. Once the registration has been duly completed, WABCO shall authorise the owner to access the TSO by sending the owner an e-mail with reference to these Terms and Conditions and WABCO's data protection principles. A claim on the part of the owner to access the TSO is hereby expressly excluded.
9. The services shall be activated provided the technical prerequisites have been met.
10. The owner hereby agrees to provide true and complete information in the registration form. The owner shall notify WABCO of any later modifications without delay. The

owner shall ensure that the owner will receive the e-mails sent to the address provided by the owner.

#### **§ 4 – Retrieval of Data, Disruptions, Loss of Data**

1. The retrieval of data and analyses online shall in principle be possible at any time. Disruptions in the scope of service or access to collected data may arise due to technical or other work performed on the systems of WABCO, the traffic data providers or the network operators which is necessary in order to ensure the proper course or even the improvement of services (e.g. repair, maintenance, system-related software updates or upgrades). Other reasons for disruptions may include short-term capacity shortages due to traffic peaks or disruptions in the telecommunications systems of third parties.
2. WABCO shall make all reasonable efforts to avoid such disruptions or, if such do occur, to remedy them immediately or cooperate in the remedy thereof.
3. Otherwise, WABCO shall make every reasonable effort to avoid a loss of the collected data, provided the data have not been legitimately deleted.
4. For a more detailed explanation of the data or for further assistance, please contact WABCO during its normal business hours. In cases of emergency, WABCO's technical customer service hotline can be reached via WABCO Direct Technics (eMail [WDTTechn@wabco-auto.com](mailto:WDTTechn@wabco-auto.com)).

#### **§ 5 – Retrieval Process and Responsibility for Access**

1. Individual data retrievals and TSO analyses shall be made online via the website [www.trailerserviceonline.com](http://www.trailerserviceonline.com) by entering the user name, password and license plate of the relevant vehicle in the appropriate fields.
2. The recorded data and analyses may be accessed only by the owner of the registered trailer or the authorised representative thereof.
3. After each retrieval, the password-protected area should be exited by clicking "Log Out".

4. The owner is responsible for ensuring the confidentiality of the user name and password, as well as the user names and passwords of additional persons authorised by the owner to independent access and retrieve information concerning the owner's vehicles. The owner must ensure that data shall only be made available to third parties with the owner's express approval and that such data shall not be used with the TSO for other purposes, but that access shall only be used for purposes conforming to the owner's will.
5. WABCO shall disclose the collected data to appraisers, the police, the district attorney's office, courts, the vehicle's manufacturer or other interested parties only if it receives the owner's express written authorisation concerning such authorities. In this regard, WABCO notes that the stored data do not enable a reconstruction of accidents which could be useful for courts.
6. If the owner obtains reasons to believe that third parties are using his password inappropriately, the owner shall be obligated to notify the competent WABCO employees immediately in writing or by e-mail so that access can be blocked. Once this notice has been received, WABCO shall deny access with this username and password to the password-protected area. The block shall only be lifted once the owner has submitted a special request to WABCO or after a new registration has been made.
7. Until access has been denied, all queries or activities concerning these data shall be considered to have been instigated by the owner. The owner shall bear the burden of proving that previous queries or activities were attributable to a third party, and that the owner is not responsible for the misuse of the username and password because the owner fulfilled its responsibilities concerning the confidentiality of the username and password.

## **§ 6 – Retrieval of Data and Analyses – Storage**

1. Data on registered vehicles shall be collected on an ongoing basis, unless the owner requests the deletion or the deletion is made by WABCO after the owner's access authorization to the TSO has been revoked.

2. Upon each retrieval, the analyses of the data collected on each individual vehicle shall be provided separately to the owner for each individual vehicle for printing or storage. An overview of several registered vehicles is possible.
3. The analysis of the collected data shall be erased once the user exits the password-protected area. The retrieved analysis shall not be stored on WABCO's server. Should the owner wish to save the analysis, the owner must find a solution. Each additional query shall be treated as a new query on the part of the owner.

### **§ 7 – Obligations of the Owner**

1. The owner may not use WABCO's services for purposes in breach of contract or in violation of law. The owner shall not be authorised to disclose the data and information received during use of these services to third parties for commercial purposes or to process such data and information.
2. Any system disruptions which become known to the owner must be notified immediately.
3. The owner shall be obligated to inform each driver of a registered vehicle of the fact that and of the extent to which operational data are being recorded.

### **§ 8 – Term of Framework Agreement, Revocation of Access and/or Termination of the Framework Agreement**

1. The framework agreement is in principle concluded for an indefinite period of time.
2. WABCO shall be entitled, without prior notice and without expressly providing any grounds, to revoke the use of the TSO by blocking access data and thus terminate the framework agreement in the event the owner:
  - a) has provided false information on the registration forms;
  - b) has misused the information provided on these pages or has compromised their use;
  - c) has violated these Terms and Conditions or its duty to exercise due diligence when handling the access data;

- d) has violated applicable law during access to or use of WABCO's website;
  - e) fails to use the TSO over a prolonged period of time;
  - f) becomes insolvent;
  - g) fails to pay for services after two written reminders.
3. After termination, WABCO shall be entitled to demand compensation for the damage incurred by it, including any additional expenditures. WABCO hereby reserves the right to make further claims.
4. The owner may at any time request in writing the deletion of its registration and authorisation. In such event, WABCO shall delete all user data and all other recorded personal data of the owner, as soon as such data are no longer required to administer the contractual relations. Should the owner request that its registration and authorisation be deleted, the framework agreement and the entitlement to retrieve data and analyses shall cease. There shall be no refund for pre-paid services that went unused.

### **§ 9 – Liability of WABCO**

WABCO shall be liable as follows for all damage incurred through the provision of the TSO service:

1. WABCO shall be unrestrictedly liable in accordance with the provisions of law for negligent injury to life, limb or health; this shall also apply to liability in accordance with the Product Liability Act.
2. WABCO shall be liable in accordance with the provisions of law for the negligent breach of any material contractual duty. In such event, the liability for damage compensation shall be limited to typical, foreseeable damages.
3. WABCO shall be liable in accordance with the provisions of law for damages based on any intentional or grossly negligent breach of contract by WABCO, its legal representatives or vicarious agents. Provided no intentional breach of contract exists, liability shall be limited to typical, foreseeable damage.

4. Any further liability on the part of WABCO shall be excluded, without regard to the legal nature of the asserted claim. This shall apply in particular to any liability due to disruptions in the usability of the TSO for reasons of *force majeure*, strikes, lock-outs and administrative or judicial orders or due to the events listed in § 4, Paragraphs 1 to 3.

### **§ 10 – Prices and Terms of Payment**

1. WABCO offers and prices shall be non-binding and subject to change, unless WABCO has expressly declared their binding nature in writing.
2. All stipulated prices and charges shall in principle be net prices, to which the applicable value-added tax must be added. Cash discounts shall require a separate written agreement.
3. The settlement shall be made in accordance with the number of data retrievals made based on the current price list, which shall always be available online, with due regard to the provisions set forth in § 6 concerning counting the retrievals made.
4. Payment shall be made according to the owner's preference, either through e-payment or after receipt of a written invoice. It shall first become possible for the owner to retrieve data and analyses when, in addition to the framework agreement, the "analysis package" in accordance with § 1(2) has been acquired and paid.
5. If the owner is in default with payment, WABCO shall be entitled to charge default interest at a rate of 8 percentage points above the respective base interest rate. WABCO hereby reserves the right to document higher default damage.
6. The owner shall only be entitled to a set-off or retention right with respect to due claims against WABCO if the counter-claims are undisputed or have been declared by non-appealable decision.

### **§ 11 – Data Protection**

1. In order to manage this Agreement, WABCO requires the data on the owner and the vehicle to be registered as mentioned in § 3, Paragraphs 2 and 3, which the owner shall provide during registration. By providing these data, the owner consents to the use of these data in accordance with these Terms and Conditions and WABCO's data

protection principles. WABCO shall only use the owner's personal data in accordance with the provisions of data protection law and its own data protection principles.

2. WABCO hereby reserves the right to view the collected data in order to meet its own product monitoring duty. The owner shall be notified of this possibility prior to registration and by registering the owner consents to this, unless the owner expressly opposes this by clicking the field foreseen for this purpose. Should WABCO view the data in order to meet its product monitoring duty, WABCO shall take all feasible measures to avoid any references to specific owners.

### **§ 12 – Jurisdiction, Place of Performance, Choice of Law, Severability**

1. Hanover is hereby agreed as the exclusive place of jurisdiction for all disputes arising from or in relation to any contract concluded using these Terms and Conditions, provided the owner is a merchant in the terms of commercial law, is a legal person in public law or a public-law fund. However, WABCO shall be entitled to sue the owner at the owner's registered office.
2. Unless stipulated otherwise in separate covenants, WABCO's registered office shall be the place of performance.
3. All legal transactions between WABCO and the owner shall be subject exclusively to the laws of the Federal Republic of Germany, to the exclusion of the UN convention concerning the purchase of movable goods.
4. Should any provisions of these Terms and Conditions be or become invalid, the validity of this Agreement shall not be affected thereby. The invalid provision shall be replaced by that legally admissible provision which economically most closely approximates the invalid provision. This shall also apply in the event of contractual gaps.