

General Terms and Conditions for Use of this Website

WABCO Fahrzeugsysteme GmbH welcomes you to this website and is grateful for your interest in our services.

In collecting, using and processing personal and non-personal data of users of this website, WABCO Fahrzeugsysteme GmbH observes the applicable provisions of data protection law, as well as the WABCO Fahrzeugsysteme GmbH Data Protection Principles.

WABCO Fahrzeugsysteme GmbH reserves the right to make sections of its website accessible to only registered and approved users. A claim for approval is expressly excluded.

If you would like to use the "Trailer Service Online," you are obligated to register, whereby you acknowledge the separate General Terms and Conditions for "Trailer Service Online" and indicate personal data. The General Terms and Conditions for Use of this Website below will be supplemented, modified or replaced in the event of registration by the General Terms and Conditions for "Trailer Service Online".

The below Terms and Conditions for Use apply exclusively for access to and use of sites for which such registration is not necessary. By beginning use, you accept application of these Terms and Conditions for Use, as amended.

I. Website Content/Liability

1. WABCO Fahrzeugsysteme GmbH provides extensive information, documents and software on this website for viewing or download.

WABCO Fahrzeugsysteme GmbH has compiled the information contained by this website with the greatest possible care and endeavors to routinely inspect and update such information. Nevertheless, WABCO Fahrzeugsysteme GmbH can assume no liability for the timeliness, accuracy, completeness, routine availability or quality of information provided free of charge.

WABCO Fahrzeugsysteme GmbH expressly reserves the right to modify, supplement, shorten, delete or suspend publication, temporarily or permanently, of sections of this website or its entire services at any time without separate notice. No guarantee is assumed for the interrupted availability of the WABCO Fahrzeugsysteme GmbH website.

2. WABCO Fahrzeugsysteme GmbH does not guarantee that this website is suitable for the user and the user's purposes. WABCO Fahrzeugsysteme GmbH will only issue binding information, advice, recommendations and declarations within the framework of individual communication.
3. Insofar as WABCO Fahrzeugsysteme GmbH provides information and services free of charge and without separate registration, liability for any damage resulting from use or non-use of the information presented is excluded, except if such damage is based on the intentional action or gross negligence of corporate bodies or executives of WABCO Fahrzeugsysteme GmbH. This exclusion of liability shall not apply for mandatory liability due to violation of material contractual duties, for injuries to life, limb or health and with respect to liability in accordance with the Product Liability Act. Damage compensation for the violation of material contractual duties shall be limited to typical and foreseeable damage.
4. The information on this WABCO Fahrzeugsysteme GmbH website may contain specifications or general descriptions, technical options for products or services which may not be present in each individual case (e.g. due to product changes or improvements). Therefore, users are requested to stipulate the desired performance characteristics of products upon purchase.

II. Copyright

1. The content, design and structure of our website are protected by copyright law. WABCO Fahrzeugsysteme GmbH shall grant the user a non-exclusive and non-transferable right to use the information, software and documentation provided on this website to the extent stipulated, or, in the event an agreement does not exist, in accordance with the purpose of the provision thereof by WABCO Fahrzeugsysteme GmbH.
2. The information, texts and image materials provided by WABCO Fahrzeugsysteme GmbH are intended only for individual access by the user of this website and may not be duplicated or used for commercial purposes without the written consent of WABCO Fahrzeugsysteme GmbH.
3. Texts, images, tone documents, animations and video sequences, as well as the arrangement thereof on this website, shall be subject to the protection of copyrights and other proprietary laws. WABCO Fahrzeugsysteme GmbH hereby reserves all rights to such information for self-created objects.

4. The complete or partial reproduction, dissemination, exploitation, transmission, modification or use of information or other content of this website (electronically or otherwise) for public or commercial purposes without the prior written consent of WABCO Fahrzeugsysteme GmbH shall be prohibited. This shall particularly apply for marks and trademarks, type labels, corporate logos and emblems of WABCO Fahrzeugsysteme GmbH.
5. In particular, the website shall issue no license or other rights of any kind to use the intellectual property of WABCO Fahrzeugsysteme GmbH or third parties other than the rights of use which are expressly granted herein, nor shall WABCO Fahrzeugsysteme GmbH be obligated to grant such rights.

III. Duties of the User

When using the website of WABCO Fahrzeugsysteme GmbH, the user may not

- cause damage to persons or violate the personal rights thereof;
- engage in conduct in violation of *bonos mores*;
- infringe on industrial property rights, copyrights or other proprietary rights;
- transmit content with viruses, "Trojan horses" or other programs which may damage software;
- enter, store or send links or content without authorization, particularly if such links or content violate confidentiality obligations or are unlawful; or
- disseminate advertisements or unsolicited e-mails ("spam") or inaccurate warnings of viruses, malfunctions, etc. or request participation in games of chance and comparable actions.

WABCO Fahrzeugsysteme GmbH may block access to this website at any time, particularly in the event the user violates its duties under these Terms and Conditions.

IV. Other Liability, Viruses

1. Although WABCO Fahrzeugsysteme GmbH is constantly endeavoring to keep its website free of viruses, no guarantee is assumed for freedom from viruses. Prior to downloading information, software or documentation, the users shall obtain ade-

quate security mechanisms and virus scanners for the latter's own protection and in order to prevent viruses on the website of WABCO Fahrzeugsysteme GmbH.

2. The provisions in IV.1 shall not entail a detrimental shift in the burden of proof.

V. Collateral Agreements, Severability, Place of Jurisdiction, Choice of Law

1. Collateral agreements to these Terms and Conditions shall require written form.
2. In the event parts or individual formulations of this text do not, no longer or no longer completely conform to the applicable legal situation, the validity of the other parts or formulations of this document shall be unaffected. The legally permissible formulation which most closely approximates the formulation which is no longer legally permissible economically shall apply in place of the part or formulation of the text which no longer completely conforms to the applicable legal situation. This applies even if the present text does not cover a specific topic.
3. The information on this website has been compiled based on German law. Access to its services from areas outside of Germany was not given separate consideration by WABCO Fahrzeugsysteme GmbH as part of its legal review. No liability is assumed if the information on this website is not suitable, usable or legally permissible for users from other countries, or if such information may not be viewed or downloaded in such countries. In the event users outside of Germany access the WABCO Fahrzeugsysteme GmbH website, such users shall be exclusively responsible for complying with applicable provisions of the law of the relevant country.
4. The exclusive place of jurisdiction for all disputes arising under or in connection with the use relation shall be Hanover, in the event the user is a "businessman" in terms of commercial law, a legal person in public law or a fund in public law. However, WABCO Fahrzeugsysteme GmbH shall be entitled to sue the user at its registered office.
5. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the U.N. Convention on the Sale of Goods.