



General Terms and Conditions (T&C) for the Supply of Workshop Equipment

(GTC Workshop Equipment - valid from 02/2022)

1. Scope of Application

The following Terms and Conditions exclusively apply to all supplies and services by Mercedes-Benz AG (hereinafter “**Provider**”) related to orders on the Mercedes-Benz B2B Connect platform (<https://b2bconnect.daimler.com> / hereinafter “**Mercedes-Benz B2B Connect**”) for the supply of workshop equipment by shipment (hereinafter “**Products**”). The General Terms and Conditions of the buyer (hereinafter the “**Customer**”) are not incorporated into the agreement, even if they have been attached to invitations to tender, purchase orders or declarations of acceptance and have not been explicitly rejected.

2. Subject Matter of the Agreement

2.1 The Supplier sells the Customer the Products stipulated in the agreement.

2.2 Safety Information

Products that can be ordered via Mercedes-Benz B2B Connect are manufactured with care and expertise, however errors or omissions cannot be completely ruled out. It is to be noted that the technical information available in the online systems Parts Information, WIS, ASRA and XENTRY Tip via always consistent with the latest data. For this purpose information that, due to the publication process, cannot be taken into account for Products that can be ordered via Mercedes-Benz B2B Connect is processed on a daily basis for this purpose.

The Supplier reserves the right to revise the information at any time without notice. The Customer must assure itself about having the currently valid version in each case.

The information related to the Products (e.g. literature, applications, data content) and the Products themselves (e.g. hardware) are provided by the Supplier for use in conjunction with other service literature, special tools, and equipment and parts that are required by the Supplier for the diagnosis and repair of Mercedes-Benz and smart vehicles.

Although such information and Products can be useful to owners of Mercedes-Benz and smart vehicles and independent repair shops, they are solely intended for use by service personnel who are properly trained and qualified to work on Mercedes-Benz and smart vehicles and who have good product knowledge as well as access to the tools, equipment and literature necessary for the correct, safe performance of diagnostics, maintenance and repairs, as well as experience of using them. If they do not have this expertise and product knowledge, they must not perform this work; it must be left to a qualified specialist workshop. The specialist workshop must have the technical knowledge and tools required to perform the necessary work.

Warning: The Products are not intended for use as instructions or tools for diagnostics, repairs and maintenance on Mercedes-Benz and smart vehicles by individuals with inadequate professional training on and experience of performing diagnostics, repairs and maintenance on Mercedes-Benz and smart vehicles. If the correct tools and equipment are not used, all the proper, necessary precautions that a trained, certified vehicle mechanic would take are not taken and all the safety regulations in this and other service publications are not followed, this can lead to material damage, personal injury or even death.





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3. Conclusion of the Contract

- 3.1 For an order to be valid, the Customer must have a valid VAT no. and be an authorized person in accordance with EU Regulations (715/2007, 692/2008, 595/2009, 582/2011 and 64/2012) whose place of business is within the European Union, an EFTA state or the United Kingdom. Authorized persons include independent market participants as well as persons related to them. This can include: independent workshops, manufacturers of repair equipment, publishers of technical information, automobile club employees, breakdown service employees, suppliers of inspection and testing services, employees of facilities for the education and training of car mechanics.
- 3.2 A valid order is an offer by the Customer to conclude a contract with the Supplier. Without a successful credit check and/or if an invalid credit card or an invalid PayPal account is used, the order is technically not completed and will not be sent to the Supplier. The Customer shall be bound to the order for six weeks (commitment period).
- 3.3 The agreement is concluded when the Supplier expressly accepts a valid order in written form or in text form within the commitment period or upon completion of delivery.

4. Contractual Service

- 4.1 The scope of services and quality arises from the product description in Mercedes-Benz B2B Connect at the time of the order and, regarding use, additionally from the technical information available when ordering via the link provided in section 2.2, unless otherwise agreed. The Products are supplied as used by the Supplier. Any further claim is excluded. Liability regardless of culpability for procurement risks related to the Products is excluded.
- 4.2 Delivery dates and periods are only binding if expressly agreed as binding by the Supplier and the Customer in the individual case: All other delivery dates or periods are non-binding.
- 4.3 Partial deliveries and partial services by the Supplier are permitted, unless this is unreasonable for the Customer.
- 4.4 Products are supplied subject to reservation of title. Said Products shall remain the Supplier's property until all their claims due under the agreement have been settled. The reservation of title shall also cover any substitute deliveries. If the Customer defaults on payment, the Supplier is entitled to withdraw from the agreement at any time. The Customer must bear any costs incurred as a result hereof.

5. Payment

- 5.1 The amounts to be paid are payable in euros in advance immediately after the order is placed and are paid via PayPal or debited from the credit cards provided.
- 5.2 The prices are net prices plus the statutory VAT. The costs of packing and shipping are not included. The prices and costs stated in the order summary apply at the time of the order.

6. Warranty

- 6.1 The Supplier provides a warranty for the contractually agreed quality of the services. Material defect claims for minor deviations from the contractually agreed quality in the Supplier's services are precluded.

Claims as to defects also do not arise in case of excessive or improper use, natural wear, failure of components of the system environment, non-reproducible software errors or other software errors that the Customer cannot prove in any other way, or for damage caused by extraordinary external influences that are not provided for by the





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agreement. This also applies in the event of subsequent modification or repair by the Customer or third parties, unless this work does not impede the analysis and elimination of a material defect. Section 7 applies additionally for claims for damages and the reimbursement of expenses.

6.2 The Customer's warranty claims on grounds of material defects shall lapse one year from the beginning of the statutory limitation period. Longer periods stipulated by law in the event of willful or grossly negligent breach of obligations on the part of the Supplier, in the event of malicious non-disclosure of a defect as well as in the case of death or personal injury and for claims arising from the German Product Liability Act (Produkthaftungsgesetz), shall remain unaffected.

The processing of a notice of defect by the Customer by the Provider shall only lead to a suspension of the limitation period, insofar as the relevant legal requirements are met. The limitation period will not be restarted as a result.

A subsequent performance (subsequent delivery or improvement) can only affect the limitation period for claims related to the defect that triggered the subsequent performance.

6.3 The Supplier can claim reimbursement of its expenses if

- a. it takes action on the grounds of a notification when a defect does not exist, unless the Customer could not recognize with reasonable effort that a defect did not exist, or
- b. a reported fault is non-reproducible or the Customer cannot prove it to be a defect in any other way, or
- c. additional expenses are incurred as a result of improper fulfillment of the Customer's obligations.

6.4 The Supplier is only liable for infringements of third-party rights as a result of its services if its services are used according to contract and, in particular, in the contractually agreed or otherwise unchanged within the intended operating environment.

The Supplier is only liable for infringements of third-party rights within the European Union and the European Economic Area as well as in the place of contractual use of the services. Section 6.1 (1) applies accordingly.

6.5 If a third party claims an infringement of its rights against the Customer due to services provided by the Supplier the Customer shall inform the Supplier immediately. The Supplier and, if applicable, its own suppliers are entitled, but not obliged, to ward off the claims at their own expense, to the extent permitted by law.

The Customer is not entitled to admit third-party claims before having given the Supplier adequate opportunity to review and ward off third-party claims in any other manner.

6.6 If a service provided by the Supplier infringes third-party rights, the Supplier shall, at its own discretion and at its own expense,

- a. grant the Customer the right to use the service or
- b. design the service free from violation of rights or
- c. withdraw the service and reimburse the remuneration paid by the Customer for it (minus reasonable compensation for use) if the Supplier cannot attain any other remedy with reasonable effort.

The Customer's interests will reasonably be taken account of.

Claims by the Customer on the grounds of legal defects will expire in accordance with section 6.2. Section 7 applies additionally for claims for damages and the reimbursement of expenses by the Customer. Section 6.3 applies accordingly for other expenses incurred by the Supplier.

6.7 Precondition for any warranty claim of the Customer is the Customer's full compliance with all requirements regarding inspection and objection established by sec. 377 HGB (German Commercial Code). The Customer must





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particularity immediately give notification of defects in a comprehensible and detailed form, giving all information relevant for the detection and analysis of the defect, in written form or electronic form to the address provided for this purpose. The Customer shall especially state the working steps that led to the occurrence of the defect, its type of appearance and the effects of the defect. Unless otherwise agreed, the Supplier's relevant forms and procedures shall be used.

7. Liability

7.1 The Supplier is always liable towards the Customer

- a. for damages caused willfully or grossly negligent by it, its legal representatives or its vicarious agents,
- b. in accordance with the German Product Liability Act, and
- c. for damages resulting from death, bodily injury or impairment of health that the Supplier, its legal representatives or its vicarious agents are responsible for.

7.2 The Supplier is not liable in the event of slight negligence, unless it has caused breach of an essential contractual obligation that must be fulfilled in order for the agreement to be implemented properly or whose breach poses a risk to the achievement of the purpose of the agreement which the Customer can normally expect to be complied with.

In the case of damage of property and financial damage, this liability is limited to the foreseeable damage that is typical of the type of agreement concerned. This also applies for lost profits and savings. Liability for indirect consequential damage is excluded.

7.3 The Supplier can only be held liable for damages on the grounds of a guarantee if such liability is expressly accepted in said guarantee. In the case of slight negligence, this liability is subject to the restrictions of section 7.2.

7.4 If it is necessary to restore data or components (such as hardware or software), the Supplier is only liable for the expenses necessary for restoration when the Customer has properly backed up data and taken precautions against the risk of loss of data. In the event of slight negligence on the Supplier's part, this liability only occurs if, prior to the incident, the Customer has backed up data and taken precautions against the risk of loss in a way appropriate for the specific type of data and components. This does not apply if it has been agreed that the Supplier will provide this service.

7.5 Sections 7.1 to 7.4 apply accordingly for claims for the reimbursement of expenses and other liability claims by the Customer against the Supplier.

7.6 The Supplier accepts no liability for injuries, damages or losses resulting from incorrect use or incorrect application of the information in the Products or the Products themselves.

8. Rights

8.1 The Supplier grants the Customer the right to use the Products within the scope specified in the agreement. If such scope is not stipulated in the agreement, the Customer shall be granted a permanent, simple, non-exclusive right of use for software contained in the Products. This only empowers the Customer to use the software in the supplied Products or on a computer by one individual user at the same time. The right of use is limited to the Customer's own business purposes. Further use must always be contractually agreed beforehand. The remuneration is based on the scope of the right of use.

8.2 The rights of use may only be transferred to third parties if the Customer gives up its rights in full and only if the third parties are authorized persons in accordance with section 3.1. The Customer is obliged to impose its





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- obligations and usage restrictions on the third party. At the Supplier's request, the Customer will give written confirmation that it has ceased its own use.
- 8.3 The Customer may only copy software if necessary for contractual use. The Customer may only produce a back-up copy if this is necessary to ensure future use. Copyright notices in the software must not be changed or erased.
- 8.4 The Supplier is entitled to take appropriate technical measures to establish protection against non-conforming contractual use. The use of the software on an alternate or subsequent computer may not be significantly affected by this.
- 8.5 The Customer is obliged to solely use the technical information and Products, which do not just comprise software, for its business purposes and to not share them with or otherwise make them available to third parties, even in excerpts.
- 8.6 To the extent permitted by law, the Customer shall also impose these obligations on its staff.
- 8.7 In the event that, in breach of sections 8.1 - 8.5, the Products fall into the hands of third parties, whether this is because the Customer has disclosed them without authorization or has failed to secure them properly from access to third parties, the Customer shall owe an appropriate contractual penalty to be set as the Supplier sees fit, whereby in the event of disputes the competent court may review whether this penalty is appropriate. The minimum amount is EUR 5,000.00 per Product ordered. This does not affect the right to enforce damages claims, although such claims will then be offset against the penalty.

9. Taxes

- 9.1 Payments made by the Customer could be subject to withholding tax which should be paid by the Customer to the local tax authorities. Therefore, we recommend the Customer for tax advice.
- 9.2 The Parties shall take all measures in accordance with their respective domestic law and the Treaty on the Avoidance of Double Taxation between the Federal Republic of Germany and resident state of the Customer ("**the Tax Treaty**") to ensure a reduction of or exemption from, as the case may be, taxes which might become payable in connection with this agreement.
- 9.3 All taxes or duties and surcharges of any kind whatsoever in connection with payments made by the Customer and imposed on the Supplier by the German tax authorities shall be borne by the Supplier. All taxes or duties and surcharges of any kind whatsoever in connection with payments made by the Customer and imposed or to be paid in a resident state of the Customer shall be borne by the Customer. The preceding sentence does not apply to income taxes imposed or withheld in accordance with the domestic law and the Tax Treaty.
- 9.4 In case the Customer is required to withhold taxes in accordance with the domestic law and the Tax Treaty, if any, from payments under this agreement, the Customer shall exercise its best efforts to attain that the payment to the Supplier will be taxed at any reduced rate under the Tax Treaty or under domestic law at the time of payment.
- 9.5 In case the Customer is required to withhold taxes from payments under this agreement, the Customer shall provide the Supplier without undue delay with the original tax certificate, copy of the tax assessment and any other documents that evidence calculation and payment of the tax. These documents shall specify the Supplier as tax payer, the amount of tax paid, the tax law and the legal regulation on which such tax payment is based, the tax rate or the amount on which such rate is based, and the date of payment of the tax.





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9.6 If the documents of the tax authority are issued in a language other than German or English, the Customer shall have the documents translated into German or English at its own expense at the request of the Supplier and shall have the correctness of such translation certified either officially or by a notary public.

10. Compliance with Applicable Law

The Customer is obligated not to engage in any acts or omissions that could lead to criminal liability based on fraud or breach of trust, insolvency crimes, anti-competitive criminal acts, the granting of advantages or to the corruptibility of persons employed by the Customer or other third parties. Where there have been such acts or omissions, the Supplier will be entitled to rescind or terminate all legally consequential transactions with the Customer and to break off any and all dealings and negotiations. Notwithstanding the foregoing, the Customer will be obligated to comply with all statutes and regulations impacting him and the business relationship with the Supplier.

11. Miscellaneous

- 11.1 The Customer is responsible for observing the import and export regulations applicable to the supplies or services. In the case of border-crossing supplies or services, the Customer shall pay the duties, fees and other levies due. The Customer shall handle legal or administrative proceedings related to border-crossing supplies or services, unless otherwise expressly agreed.
- 11.2 The Customer cannot transfer rights and obligations arising from or in connection with the agreement or the conclusion thereof to third parties without the Supplier's consent. Section 8.2 remains unaffected.
- 11.3 The Customer may offset its claims against claims by the Supplier only if the Customer's counterclaim is uncontested or if a legally binding title exists. This excludes counterclaims of the Customer from the same contract of sale. He can only assert a right of retention if it relates to claims arising from the same contractual relationship.
- 11.4 The Customer will conclude any agreements that arise in terms of data protection law for the handling of personal data, with the Supplier.
- 11.5 The Provider is entitled to transfer this contract or any of its rights or obligations or may delegate its performance to any group company with its place of business in Germany, in particular, if this company is to operate this business unit in the framework of the implementation of a divisional structure of the Mercedes-Benz Group AG in the future.
- 11.6 The exclusive place of jurisdiction shall be Stuttgart (Mitte).
- 11.7 The laws of the Federal Republic of Germany shall apply. The application of private international law and the UN Sales Convention is excluded.

