

TO BE COMPLETED BY THE CUSTOMER:

Serial number:

Name:*

Street/house no.:*

Postcode/City:*

Country:*

Language:*

PO Box:

Postcode:

Phone:

Email address:

VAT ID no.:

(only DE and EU)

Title:

Contact:

Function:

Phone:

Contact mail:

Mobile phone:

T&Cs accepted:

(see page 4)

Direct debit: yes ☒ (Dunning procedure not applicable)

Name of bank:

IBAN:

Account number:

BIC:

Sort code:

Please email the completed document to: dod@herthundbuss.com

The initial pin code for starting the app is: **11111**

* = required field

Date:

Customer signature:

Dies ist ein Arbeitsexemplar. Die aktuelle Version befindet sich ausschließlich im Intranet „Maia.“

TO BE COMPLETED BY HERTH+BUSS:

Kontengruppe*:	ZWKI - Werkstätten Inland	Kundenklasse*:	30 - Einzelhandel/Werkstätten
Kundennummer*:	4	Branche*:	3600 - Freie Werkstätten
Suchbegriff*:		Vertriebsbeauftragter:	04001000
Kundenbezirk:	0 0 0 0 0 1	Verkaufsbüro*:	V O D
Umsatzsteuer: <small>(nur wenn vorhanden)</small>		Verkäufergruppe:	DoD
Abstimmkonto:		Zahlverhalten aufzeichnen:	<input checked="" type="checkbox"/>
Zahlungsbed.:*	Bankeinzug	Rech. Termine*:	H+B Standard
Sachb. Buchh.:*		Zahlungsbeding.:*	A
Währung:	E U R	Re-Kopien:	
Kundenschema*	H+B Standard	Stat. Gruppe Kunde:	1
UKZ:	ZWS	Planungsgruppe (UKZ)*	

TO BE COMPLETED BY COMMERCIAL MANAGEMENT (HERTH+BUSS):

Kreditlimit:
Risikoklasse:
Auskunft:

* = erforderliches Feld

Angefordert durch:

Bearbeitet durch:

Am:

Am:

Dies ist ein Arbeitsexemplar. Die aktuelle Version befindet sich ausschließlich im Intranet „Maia.“

**Service agreement for diagnostics on demand (DOD) - last
updated: July 2019**

between **Herth+Buss Fahrzeugteile GmbH & Co. KG**, PO Box 1352, 63131 Heusenstamm, Germany - hereinafter referred to as the "Service Provider" - and you, the end customer - hereinafter referred to as the "Service Recipient".

Definition

Hardware:	all hardware components supplied by Herth+Buss
Interface:	Interface that enables a physical connection between the vehicle's OBDII connection and an Android device.
Service agreement:	Service agreement for the provision of a service that comes about after the service has been applied for by the Service Recipient via the Herth+Buss app and the service order has been accepted by the Herth+Buss DOD (diagnostics on demand) service centre.
Service:	electronic remote programming of the vehicle or its components, remote diagnosis or data download
H+B DOD Service Centre:	manned service centre that performs the service via the interface. The company's business hours are listed at www.herthundbuss.com .
Account:	User data of the Service Recipient (user data, password, and PIN code) with which the Service Recipient identifies him/herself when calling up the service.

1. Delivery/Activation

- 1.1 In principle, delivery is effected when the hardware is received via the vehicle parts wholesaler.
- 1.2 The Service Recipient registers by correctly entering all required information on the questionnaire supplied with the hardware, including SEPA direct debit authorisation for future outstanding amounts via service agreements.
- 1.3 The Service Recipient signs the fully completed direct debit authorisation (SEPA) and the enclosed General Terms and Conditions before returning both documents to Herth+Buss. After receipt by Herth+Buss, the service agreement comes into force upon acceptance by Herth+Buss.
- 1.4 The overview of possible services is shown in the app by vehicle/brand/model.
- 1.5 As soon as the physical connection between vehicle, Android device and Herth+Buss is established by the Service Recipient, the app starts automatically. The Service Recipient activates the app with his/her personal PIN code. The Service Recipient is responsible for maintaining the confidentiality of his/her account information.
- 1.6 The Service Recipient selects the desired service via the app and accepts it.
- 1.7 Prices are quoted per service. After acceptance of the selected service, the service agreement is concluded.
- 1.8 The H+B Service Centre then executes the selected service. The progress of the service execution is visible on the Android device.
- 1.9 The Service Recipient has the option of communicating with the relevant H+B service centre employee while the service is being executed via the in-app live chat function.
- 1.10 Once the service has been properly completed, the Service Recipient receives a message to this effect on his/her Android device. The service is charged to the Service Recipient after its correct execution.
- 1.11 During the execution of the service the Service Recipient is responsible for a stable internet connection and for carrying out all actions required by the H+B service centre (e.g. switching on the ignition etc.). If the Service Recipient violates his/her obligations to cooperate, Herth+Buss will charge the Service Recipient for the service.

- 1.12 Herth+Buss reserves the right to publish successfully executed services in anonymised form for advertising purposes on its own homepage.

2. Payment terms

All prices are exclusive of the applicable value added tax. Invoices are issued immediately after a service has been requested.

3. Price increases and changes to specifications

Herth+Buss is entitled to change the hardware prices and specifications listed at www.herthundbuss.com and in the app at any time. Price increases and changes to specifications will come into effect as soon as they become visible on www.herthundbuss.com or in the app.

4. Security measures

- 4.1 Before the execution of requested services such as programming engine control units, electronic immobilisers, keys and other installed electronic components possibly belonging to the vehicle, the Service Recipient must check the ID of the vehicle keeper/owner and the registration certificate of the vehicle. The Service Recipient is obliged to make a copy of the ID and vehicle registration document and store them after the date.
- 4.2 If it is not possible to create a copy of the ID, the ID number must be added to the Service Recipient data and saved. The Service Recipient checks whether the chassis number on the vehicle matches the entry in the vehicle registration document.
- 4.3 The Service Recipient makes sure that the electronic components to be programmed have been legally acquired and, if appropriate, creates a copy of the invoice by date with the relevant chassis number for archiving.
- 4.4 The documentation compiled in accordance with paragraphs 4.1 – 4.3 must be available to Herth+Buss at any time upon request. Herth+Buss checks the documentation randomly.
- 4.5 If the documentation appears to be inaccurate and/or if misuse is suspected, Herth+Buss reserves the right to block certain services for the Service Recipient.

5. Warranty

- 5.1 The hardware supplied by H+B fulfils the usual requirements and standards that can be placed on it at the time of delivery and for the normal use for which it is intended in the European Union.
- 5.2 H+B guarantees for 24 months after delivery that the hardware supplied by H+B is free from design, material, or manufacturing defects.
- 5.3 If the device is defective when it is handed over, the Service Recipient may demand a free replacement. To do this, he/she must return the device to the wholesaler with a copy of the invoice.
- 5.4 The warranty for the delivered hardware is limited to the restoration of the delivered hardware or the free delivery of new components (direct damage). Both cases are at the sole discretion of H+B.
- 5.5 If the warranty defined in paragraph 2 above applies and a defect is found, H+B will remedy the defect and/or replace relevant components within 30 days of the purchaser reporting the defect in writing.
- 5.6 Shipping costs and risk for hardware sent to H+B for a warranty decision must be borne by the purchaser. These products must be returned in consultation with H+B and must be packaged appropriately.
- 5.7 A warranty will be void if the buyer has caused the damage due to improper handling of a piece of hardware under warranty.
- 5.8 The purchaser must prove that the defect is covered by warranty and that it occurred

within the warranty period.

- 5.9 If the Service Provider is not able to rectify the defect within a reasonable period of time despite several attempts at rectification, the Service Recipient may reduce the price or withdraw from the agreement.
- 5.10 All warranty claims are forfeited if third parties carry out or have carried out repairs or work on the goods supplied without the written consent of H+B.
- 5.11 After the warranty period has expired, all costs for repair or replacement, including administration and shipping costs, will be charged to the purchaser.
- 5.12 The service provider does not guarantee **that the scope of services** meets the requirements and purposes of the Service Recipient – and in particular, that it covers every vehicle variant. The Service Provider accepts no liability for damage or malfunctioning of the diagnosis software caused by incorrect operation of the Service Recipient.

6. Liability

- 6.1 The Service Provider is liable for damages due to breach of contractual or non-contractual obligations only in the event of intent or gross negligence on the part of board members and executive employees. The Service Provider is liable for the intent and gross negligence of non-executive employees only if they violate essential contractual obligations. In these cases, the Service Recipient's claim for compensation is limited to the amount of the typical foreseeable damage.
- 6.2 When **using the service** or carrying out the related work, the Service Recipient shall only use trained personnel and suitable testing equipment or tools. The Service Provider is liable for damages caused by any failure to comply with this obligation.
- 6.3 Further claims, in particular claims for compensation for damage **not caused by the service itself**, such as a loss or faulty processing of data, are excluded.
- 6.4 H+B cannot be held liable for consequential or indirect damage. Consequential and indirect damage is excluded from liability by H+B in all cases. Direct damage to electronically programmable components of a vehicle for which a service has been requested will be reimbursed up to a maximum of €500.00 – provided that, in the opinion of H+B, the damage is a direct consequence of the service carried out by H+B.
- 6.5 H+B is not liable for damage of any kind caused by incorrect and/or incomplete information provided by the purchaser to H+B for execution of the service or by existing defects in the vehicle.

7. Data protection

- 7.1 Personal data – storage of personal data
- 7.2.1 The Service Recipient agrees that the registration and/or usage data of the licensed software may be collected, stored and processed by the Service Provider in order to process the agreement.
- 7.1.2 Furthermore, the Service Recipient agrees that the Service Provider may itself use anonymised data from the service to improve the scope and functionality of the product for statistical purposes and/or pass it on to third parties for use by third parties.

This data includes, among other things:

- Serial number of the device
- IP address
- VIN
- **Selected service**
- **Chat history**

- 7.1.3 The Service Recipient is not entitled to transmit personal data of third parties, for example

personal data of workshop customers, or to use or publish personal data in any other way contrary to the provisions of the German Federal Data Protection Act (BDSG).

7.1.4 All data collected by the Service Provider from the Licensed Software is treated confidentially in accordance with the provisions of data protection law. The Service Recipient will be provided with information about his/her stored data upon request. Where appropriate, he/she can request that the data be corrected, deleted or blocked. This does not affect the legal obligations of the Service Provider to continuously store (archive), block, delete or pass on data or information on the basis of legal, judicial or official orders or in accordance with the provisions of these Terms and Conditions.

7.2 Personal data – disclosure of personal data to third parties

7.2.1 The Service Recipient agrees that, in order to process the agreement, the Service Provider may disclose the registration and/or usage data of the licensed software to the respective third party engaged for this purpose.

7.2.2 Any unauthorized use of the service, including use during a period that has not been paid for, will entitle the Service Provider to bill the Service Recipient retrospectively.

8. Reverse engineering

With the exception of mandatory exceptions provided for by law, reverse engineering of Herth+Buss products and the software they contain is strictly prohibited without the prior written consent of Herth+Buss.

9. Place of jurisdiction / applicable law

9.1 The place of jurisdiction is the registered office of the Service Provider.

9.2 This agreement is subject to the laws of the Federal Republic of Germany. The application of conflict-of-laws provisions, the Hague Conventions and Uniform Laws on the International Sale of Goods, the United Nations Convention on Contracts for the International Sale of Goods (CISG) and other conventions on the law of the sale of goods is excluded.

10. Final provisions

10.1. The Service Recipient's right to use the software will cease if he/she breaches any term of this agreement.

10.3. Changes or supplements to this agreement, including this section 10.3, as well as any side agreements of any kind, shall only be legally effective if they are agreed in writing.

10.4. Should a provision be or become invalid, this shall not affect the validity of the remaining provisions. Instead, the provision should be replaced by a provision that is legally permissible and comes closest to the original provision in its economic content.

I agree to the T&Cs: ☐

Date:

Signature: