

**Order form by fax to:
+49 (0)711 85999-109**

Christian Winkler GmbH & Co. KG
Leitzstraße 47
D-70469 Stuttgart



Order form RMI TRUCK

RMI TRUCK - The information system for repair and maintenance information
(RMI Adjust, RMI Maintenance, RMI Manuals, RMI Times), including the VIN filter function

Customer details

Customer number (if available)

Company*

Mr.

Ms.

First name*

Street Address*

Last name*

Country

Department

ZIP code, city/town*

Phone*

VAT ID number

E-mail*

Fax

*Required fields

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The price for using RMI TRUCK is 750 euros per reference year. The license agreement is valid for one year starting with the date of sending the access data and is automatically renewed for another year if not canceled in writing at least three months before the end of the reference year. The reference year starts with the date of activation.

All amounts are subject to the statutory value added tax applicable at the time of delivery. All incurred update and shipping costs for the corresponding reference year are included. Christian Winkler GmbH & Co. KG reserves the right to make amendments to both the content and the price. If any amendments are made to RMI TRUCK, you can access online updates for continual revisions.

The basis of this contract are the license and usage conditions printed below.

I have read the terms of use printed below and accept them. (Please tick)

Signature

City, date

Signature, company stamp

Terms and conditions for licensing and use of Christian Winkler GmbH & Co. KG for using the RMI database

As at: June 2015

These licence conditions and terms of use (hereinafter: TERMS OF USE) of Christian Winkler GmbH & Co KG, Leitzstraße 47, 70469 Stuttgart, Germany (hereinafter: winkler) govern the contractual relationship between winkler and its customers (hereinafter: end users) who use the RMI database provided by TecAlliance GmbH, Kreuzstraße 10, 97900 Weikersheim, Germany (hereinafter: TecAlliance) via a link on the website of winkler (URL: www.winkler.de).

§ 1 Preamble

In addition to an online ordering system for spare parts, winkler provides an information service that is the subject of these TERMS OF USE. This information service consists of a link to the RMI database. This database is operated, maintained and updated by TecAlliance. TecAlliance has authorized winkler to provide end users with access to the database by setting the link on the winkler website. TecAlliance is solely liable for the accuracy and availability of the data. All rights are held by TecAlliance, with the exception of the right granted by winkler to use the data. With the formation of the contract between winkler and the end user on the use of data, the contents of which are these TERMS OF USE, the user acknowledges all the above-mentioned agreements made between Tec-Alliance and winkler and particularly the copyrights held by TecAlliance. The system offered by TecAlliance is a so-called automotive information system, which uses a software solution to provide data for calculating and performing maintenance and repair work in the daily operations of motor vehicle workshops. According to information from TecAlliance, the system is based on original information and data from the motor vehicle industry for the truck sector, which is divided into the sectors of repair, service and standard working hours. The end user, who must be a company within the sense of Sec. 14 of the German Civil Code (BGB), uses the data exclusively and only to the extent specified in these TERMS OF USE to operate its motor vehicle workshop in the truck sector.

§ 2 Order and contract completion

The contract between winkler and the end user is formed by signing a written order that is signed by the end user on the order form made available by winkler on the internet (offer) and by winkler signing a written confirmation (acceptance), which is then sent to the end user. By signing the written order, the end user acknowledges the validity of these TERMS OF USE, which were available to him/her before submitting the order as a PDF file that could be printed out and downloaded from the winkler website and can be viewed there at any time and that will also be sent to him/her on request before submitting the order.

1. winkler will send the end user a corresponding identification code (user name) and password for the use of the link to the database.
2. All data provided by the end user when placing an order must be complete and correct and must be reported to winkler for updating in the event of amendments.
3. The identification code that enables the end user to use the database via the winkler link is not transferable to third parties.

The end user is obligated to ensure that his/her identification code or user name and password are protected against unauthorized access and are not used by persons other than those authorized by him/her, who are exclusively employees of his/her company.

4. winkler will not be liable for any loss of assets and other damage suffered by end users as a result of third parties having knowledge of the end user's user name and password.

5. winkler is allowed to update these TERMS OF USE, which will become the subject of the contract, at any time without winkler having to inform the end user about this separately. The valid version of the TERMS OF USE is available on the winkler website at all times.

§ 3 Blocking the end user

winkler is entitled to block the use of the link via the identification code given to the end user without notice if the end user violates the provisions of these TERMS OF USE or violates applicable law in the course of using the link on the winkler website, or if winkler has any other justified interest in blocking the end user. Such a legitimate interest exists particularly if there is a reasonable suspicion that the end user is infringing the rights of third parties in connection with using the link, in particular the copyrights and other rights of TecAlliance. The end user will be informed that he/she is blocked. Due to this block, the end user may no longer use the TecAlliance database by linking to the winkler website.

§ 4 Services provided by winkler

1. winkler will enable the end user to use the TecAlliance RMI database. winkler will provide the link for this purpose.
2. winkler will have no ownership of the data and information to be used by the end user within the framework of this contract. winkler will merely be the licensee with regard to the use of this data; the corresponding license has been granted to winkler by the company TecAlliance. The data, the collection of data, and the compilation of information packages as well as the IT processing of TecAlliance know-how will be subject to national or international copyrights of TecAlliance, which winkler has acknowledged. winkler has made a commitment to TecAlliance that all data, data deliveries and associated know-how of TecAlliance will be exclusively for the use described in these TERMS OF USE. All copyrights, rights of use, and reproduction rights will belong exclusively to TecAlliance. The end user also acknowledges this when entering into the contract. He/she acknowledges that winkler's obligation to perform does not go beyond the provision of the link, i.e. beyond a merely mediatory service between the end user and the TecAlliance database. winkler is particularly under no obligation to check that the data is correct, complete and up-to-date.
3. The end user acknowledges that the services of winkler specified in these TERMS OF USE depend on TecAlliance rendering its services to winkler for the provision and maintenance of the data as well as the maintenance of the link. In the event of extraordinary termination of the contractual relationship between TecAlliance and winkler for good cause, particularly if TecAlliance reduces the volume of data offered or discontinues the offer altogether as well as if claims are asserted on the basis of third-party rights against TecAlliance, winkler and/or the end users about the content of the database, the end user will acknowledge that winkler is no longer obliged to maintain the link and to enable access to the TecAlliance database via the winkler

website. No special notice of termination by winkler towards the end user will be required in this case. winkler will inform the end user of this circumstance without delay.

4. winkler will issue the end user proper invoices for the fees to be paid by him/her.

§ 5 Fees for using the link on the winkler website

1. The end user will pay an annual fee for the use of the RMI database as specified in these TERMS OF USE, the amount of which will be determined by the end user's order accepted by winkler (order form). This fee must be paid in advance.

Data usage agreement

2. winkler reserves the right to change these prices if, during the contractual relationship, changes occur in the calculation base of winkler, particularly if TecAlliance changes its prices accordingly. winkler will announce such price changes to end users. The end users have the right to terminate the agreement after notification of the respective price change, if and insofar as this change was not already provided for in the agreement, with a notice period of three months to the end of the agreement.

§ 6 Other obligations of the end user

The end user will treat all data and information provided to him/her by winkler and TecAlliance within the scope of this contract as confidential. He/she will in particular use the data obtained in this manner, be it his/her access data to the database via the link to the winkler website or the data made available by TecAlliance, only for the purposes specified in these TERMS OF USE and will not pass them on to third parties. The data may only be used by the end user's employees, who are also subject to the confidentiality obligation described above.

§ 7 Continuous availability (online)

The end user has acknowledged that winkler exclusively provides intermediary services for the use of the data provided by TecAlliance. The hosting and provision of the data itself occurs on a platform owned by TecAlliance and is therefore the responsibility of TecAlliance. TecAlliance has therefore made a commitment to winkler to ensure the technical availability of the content as follows: TecAlliance cannot guarantee 100% data availability. TecAlliance, however, guarantees that all the content is technically available to the end user at an availability rate of 99% daily from 8 a.m. to 6 p.m. (core time) on the winkler website. winkler does not give the end user any assurance of continuous availability beyond the continuous availability agreed above between TecAlliance and winkler. In fact, the relevant provisions agreed between TecAlliance and winkler will also apply to the relationship between winkler and the end user.

§ 8 Force majeure

winkler will not be obliged to fulfill its contractual obligations in the event and for the duration of force majeure. Especially, but not exclusively, technical internet problems that are beyond the parties' control will be regarded as force majeure.

§ 9 Contract term and termination

The contract is initially entered into for one year. The contract can be terminated by giving 3 months' notice before the end of the contract. If it is not terminated, it is automatically renewed for a

further year at a time. Both parties reserve the right to extraordinary termination for good cause. This is possible without observing a period of notice. Both the ordinary and the extraordinary termination will be made in writing to the contractual partner. Furthermore, this contract ends when the contract between TecAlliance and winkler is terminated.

§ 10 Liability

1. By entering into the contract, the end user acknowledges that the data provided is collected, maintained, updated and administered exclusively by TecAlliance. It is not the responsibility of winkler to collect the data, check it for accuracy, or to update, process and maintain it. Accordingly, winkler will not be liable for the accuracy of this data, its completeness, its freedom from third-party rights or its topicality. All claims arising from incorrectness of the data or from third-party rights to the data will be asserted by the end user directly against TecAlliance as the owner of the database.

2. The end user further declares that he/she and his/her employees will not put the data received within the scope of this agreement into practice without checking it, but that he/she and his/her employees will make their own expert assessment of the data users before using it within the scope of the end user's business activities and will not use it in case of doubt, but will first inform TecAlliance and/or winkler in written form for forwarding to TecAlliance.

3. If and insofar as winkler is liable to the end user under the above-mentioned conditions, the following will apply: If the end user asserts claims for damages and/or reimbursement of expenses, winkler will be liable in accordance with the statutory provisions in the event of intent and gross negligence, in cases of injury to life, body or health and if and insofar as winkler has assumed a guarantee or maliciously concealed a defect. If none of the above cases applies, winkler's liability will be limited to the amount of foreseeable damage typical for this type of contract. Where the liability of winkler is excluded, this also applies to the personal liability of winkler personnel, workers, employees, representatives and vicarious agents.

§ 11 Data protection

By placing an order, the end user agrees that his/her data may be passed on to TecAlliance GmbH, Kreuzstraße 10, 97990 Weikersheim, Germany, for use within the frame of this agreement and the license agreement existing between winkler and TecAlliance. The company TecAlliance GmbH is the owner of the rights to the contractual data and the contract-related know-how.

§ 12 Regarding the copyright of TecAlliance and use by the end user

The database as well as the particular contents are protected by copyright for TecAlliance, unless otherwise noted. The end user has the obligation to respect the existing copyrights and promises not to violate them. The end user may retrieve, save and use the content only for his own purposes. The limits of Section 53 of the German Copyright Act (UrhG) apply as a benchmark for this. The retrieved information may only be used for the end user's own needs or for the needs of companies in which the end user holds at least 50% of the shares. The end user is not allowed to change the content, to copy it for third parties, make it accessible to them, forward it to them, sell it to them or to use it commercially in any other form.



Copyright notices and the designation of the data may neither be changed nor removed.

§ 13 Final provisions

The contract entered into with the end user is subject exclusively to German law, excluding the UN Convention on Contracts for the International Sale of Goods. If the end user is a businessperson, a legal person under public law or a special fund under public law, the exclusive place of jurisdiction will be the registered office of winkler in Stuttgart. Amendments to these TERMS OF USE or declarations under these TERMS OF USE to the contractual partners require a written declaration or an e-mail. If any provision of these TERMS OF USE becomes ineffective or unenforceable, in whole or in part, this will not impact the validity of the remaining provisions.

Stuttgart, June 2015
Christian Winkler GmbH & Co. KG, Leitzstraße 47, 70469 Stuttgart