

# **Terms and Conditions of Use for Access to and Utilisation of the SUZUKI Service Portal**

Before you register for access to and utilisation of the SUZUKI Service Portal, please read carefully the present Terms and Conditions of Use, on which the use of the Portal will be based.

## **Section 1 Area of Application**

The company SUZUKI Deutschland GmbH (hereinafter referred to as "SUZUKI") grants authorised individuals access to different OBD as well as repair and maintenance information, which will be required for the inspection, diagnosis, maintenance or repair of vehicles (hereinafter referred to as "Repair and Maintenance Information"), by way of online access in compliance with the provisions laid down below.

## **Section 2 Authorised Individuals**

The exclusive individuals entitled to use the SUZUKI Service Portal shall be independent economic actors within the meaning of Article 3 No. 65 of Regulation (EC) No. 168/2013 who have agreed to the Terms and Conditions of Use. Furthermore, this shall require registration by specifying personal data. In this context, the registration form shall be completed both completely and truthfully.

## **Section 3 Subject-Matter of the Agreement**

The subject-matter of the Terms and Conditions of Use shall be the access to different Repair and Maintenance Information by way of online access, such as workshop manuals, service bulletins and software updates. Such technical information shall be continuously updated, with the user being responsible him or herself for obtaining the respective most current version.

## **Section 4 Term of the Agreement**

- 4.1 The agreement shall enter into effect once the registration form is accepted and/or submitted and shall apply during the selected term of use.
- 4.2 SUZUKI may terminate the agreement without notice at any time if the user violates any essential contractual obligations.

## **Section 5 Right of Use**

- 5.1 From the date of payment of the usage fee, the user shall be granted the right to call up online, to visualise as well as to print out the selected Repair and Maintenance Information during the selected term of use. Only one printout may be produced. In the event that you, as a user, wish to publish and resell the technical information, in particular not for any own reconditioning and

maintenance services, please get in touch with SUZUKI to agree on individual licensing.

- 5.2 After the expiry of the term of use, any further call-up will no longer be possible; in particular, it will not be possible to call up any updated technical information either.
- 5.3 The term of use shall commence directly with the purchase of the temporary right of access, which shall be required for any call-up of the respective Repair and Maintenance Information. Following the end of the period of use, the right of access shall expire. In the event that the use has not called up the technical information during the period of use for any reason whatsoever, the user shall not be entitled to claim any reimbursement of the usage fee.

## **Section 6 Usage Fee**

- 6.1 For using the technical information, the user shall purchase a temporary right of access (one hour, one day, one week, one month or one year). The software for the diagnostic tester, as well as the corresponding updates must be paid for separately in case of any temporary rights of access of less than one year.
- 6.2 Any and all usage fees to be paid within the framework of the present agreement may be paid via PayPal.
- 6.3 The usage fees shall be due in advance in each case.

## **Section 7 Liability for Material Defects**

- 7.1 If any defects are detected, the user shall notify them to SUZUKI in writing in a comprehensible form, specifying any information that is useful for the remediation of such defects. In the first place, SUZUKI may provide a non-defective item through subsequent improvement. The user shall support SUZUKI in the remediation of any defects to the required extent. In the event that subsequent improvement repeatedly - two attempts - fails, the user shall have the right, pursuant to the statutory requirements, to reduce the remuneration or to terminate the agreement.
- 7.2 In case that the maintenance and reconditioning work is not carried out in a professional manner and, as a consequence, this leads to any undesirable results, such case shall not be considered a defect. A necessary prerequisite for the execution of the aforementioned work shall thus always be a completed apprenticeship as a motor mechanic, as well as regular further training. In the event that the information made available contains any references to the utilisation of special tools, such tools shall likewise be mandatorily required for any professional repair. Any violation of this provision shall likewise result in any liability for material defects being excluded.
- 7.3 The period of limitation of the claims for material defects shall be twelve months. It shall start with the first call-up of the respective Repair and Maintenance Information.
- 7.4 Any claims for compensation for damages shall be subject to the provisions specified under Section "Liability and Compensation for Damages". Any further claims for material defects shall be excluded. Any expenses for the elimination of

any material defects by third parties, as well as any contractual costs shall not be owned by SUZUKI.

## **Section 8 Liability and Compensation for Damages**

- 8.1 SUZUKI shall be liable to an unlimited extent for any damage caused by intent or gross negligence, in case of any fraudulent concealment of defects, in case that any quality guarantee is assumed, for any claims based on the German Product Liability Act (*Produkthaftungsgesetz*), as well as for any physical injuries.
- 8.2 In the event of a slightly negligent violation of any major obligation to perform or of any ancillary obligation, whose violation jeopardises the achievement of the purpose of the agreement or whose fulfilment is essential for the due and proper implementation of the agreement at all and on whose compliance the user could reasonably rely on ("Essential Ancillary Obligation"), the liability of SUZUKI shall be limited to the contract-typical damage that is foreseeable at the time the agreement is concluded.
- 8.3 SUZUKI shall not be liable for the slightly negligent violation of any ancillary obligations which do not form part of the Essential Ancillary Obligations in accordance with clause 8.2 above.
- 8.4 With the exception of any claims in tort, any claims for compensation for damages on the part of the user shall become time-barred after a period of one year, calculated from the statutory start of the period of limitation, unless any shorter period has been agreed upon and subject to paragraph 1.
- 8.5 The aforementioned regulations shall also apply to the benefit of the employees and auxiliary agents of SUZUKI.

## **Section 9 Final Provisions**

- 9.1 The present Terms and Conditions of Use shall be exclusively governed by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). Unless agreed upon otherwise, the place of fulfilment for any and all services owed by SUZUKI shall be the registered office of Suzuki.
- 9.2 The place of jurisdiction for any and all disputes arising within the framework of the implementation of the present agreement shall be at the registered office of Suzuki.