

## General Terms and Conditions for Using the International Breakdown Assistance Service

### § 1 Conclusion of the Agreement

- 1.1 The service agreement for the use of the international breakdown assistance service between Daimler Truck AG (the "**Provider**") and the Customer is formed by telephone on the basis of the provisions set out in the e-mail sent to the Customer or its representative (the "**Confirmation E-Mail**") and in the present Terms and Conditions for Using the International Breakdown Assistance Service (the "**GTCs**"). If the Customer does not agree to said provisions, it must notify the Customer Assistance Center hotline of this fact without delay, before the workshop is engaged.
- 1.2 In order to use the Provider's services as set out in section 2, it must not be possible for the damage reported by the Customer to be processed via
  - a) The vehicle guarantee
  - b) A service agreement, or
  - c) A Mercedes ServiceCard held by the Customer
- 1.3 The service agreement is supplemented by a payment agreement formed between the Customer and UNION TANK Eckstein GmbH & Co. KG ("**UTA KG**") over the telephone. The Provider therefore concludes this payment agreement on behalf of UTA KG. The provisions of UTA KG, which were referred to in the telephone call and are attached to the Confirmation E-Mail, apply to the present contractual relationship.

### § 2 Services Offered by the Provider

- 2.1 The Provider shall arrange an available workshop for the Customer in the event of a breakdown. The workshop will have declared its willingness for payment to be processed via UTA KG by means of an acceptance agreement.
- 2.2 The workshop is engaged directly by the Customer. Apart from arranging the workshop, the Provider is not involved in any way in the provision of the workshop services, and offers no warranty and assumes no liability for the provision of the workshop's services. The Customer is advised to gain its own impression of the quality of the workshop, and potentially to seek out a different workshop.
- 2.3 The Provider shall ensure that work with a value of up to EUR 1,500 can be carried out on the vehicle without the workshop demanding additional promises of payment. If more substantial amounts are

necessary, the Provider shall endeavor to arrange more extensive cover for the workshop via the local dealer.

- 2.4 The Provider arranges the agreement governing the processing of payments between the Customer and the workshop on behalf of UTA KG.
- 2.5 The Provider also ensures that the invoice issued by the workshop is formally checked. This is carried out by Mercedes ServiceCard GmbH & Co. KG ("**MSC KG**") on behalf of the Provider.

### **§ 3 Service Fee**

- 3.1 The Customer owes the Provider the service fee specified in the e-mail, plus VAT, for the services provided in accordance with the present service agreement.
- 3.2 The service fee falls due within 20 days of the invoice date once UTA KG's invoice has been made out and the corresponding request for payment has been made. The Customer is automatically in arrears in accordance with the law once 30 days have passed since receipt, and must apply the applicable interest on arrears until payment is made.

### **§ 4 Processing of the Agreement and Payments**

- 4.1 The workshop carrying out the repairs records the Customer and invoice data in the Service Card Portal of MSC KG, and once the repairs have been completed, issues the invoice to the Customer and also sends it to MSC KG on account of a service agreement concluded with the Provider. Once MSC KG has approved the invoice, UTA KG shall handle the processing of payment with the Customer.

Once MSC KG has checked the invoice, UTA KG shall send the workshop invoice to the Customer, enclosing a separate invoice for the service fee pursuant to Sec. 3. At the same time, UTA KG shall settle payment with the workshop.

- 4.2 If UTA KG notifies the Provider that the Customer has not settled one of its previous invoices, either in part or in full, the Customer shall be excluded from using the international breakdown assistance service in the future. The Provider shall inform the Customer of this if asked.

### **§ 5 Guarantees and liability**

- 5.1 No guarantees that go beyond the statutory warranty rights are offered.
- 5.2 The Provider shall only be liable for breaches of material contractual obligations. These are obligations imposed on the Provider in particular by the service agreement in accordance with its content and purpose, or without which the due and proper performance of the service agreement would not be possible, and upon whose compliance the Customer ought to be able to rely.
- 5.3 This liability is limited to the typical loss foreseeable at the time the agreement was concluded.
- 5.4 The personal liability of statutory representatives of the seller, of agents engaged by the seller to assist the seller in the performance of its obligations, and of the seller's personnel for damage caused by their ordinary negligence is excluded. For damage other than that caused by the gross negligence of statutory representatives or senior managers, the limitations on liability applicable to the seller in this respect apply *mutatis mutandis*.
- 5.5 The limitations of liability contained in Section 5 shall not apply in the event of injury to life, limb or health.

## **§ 6 Place of Jurisdiction, Applicable Law and Address for Serving Writs**

- 6.1 The laws of the Federal Republic of Germany apply to contracts concluded as a result of orders via the breakdown assistance hotline (00800 5 777 7777), insofar as no national, statutory consumer protection provisions in the country in which the Customer has its residence or habitual abode take precedence, to the benefit of the Customer.
- 6.2 If the is considered to be a businessperson who was carrying out his/her commercial or independent professional function at the time when the agreement was concluded, the competent courts at the Provider's registered offices (in Stuttgart) shall have exclusive jurisdiction for all current and future claims arising from or in connection with the present contractual relationship.
- 6.3 The same place of jurisdiction will apply for domestic Customers if they have no general place of jurisdiction in Germany, move their domestic residence or habitual abode after the contract has been formed, or if their residence or habitual abode is unknown at the time the action is filed. Otherwise, the competent courts at the Customer's place of residence shall have jurisdiction over all claims asserted by the Provider against the Customer.
- 6.4 The application of the United Nations Convention on Contracts for the International Sale of Goods dated April 11, 1980 is excluded.
- 6.5 Should one or more of the above provisions be or become invalid, the validity of the other provisions shall not be affected.
- 6.6 Address for serving writs:

Daimler Truck AG  
Mercedesstraße 120  
70372 Stuttgart.

## **§ 7 Information on Online Dispute Resolution**

The EU Commission has established an Internet platform for the online resolution of disputes ('ODR platform'). The ODR platform is a forum for the out-of-court resolution of contractual disputes relating to products or services that are purchased online. You can access the ODR platform via this link: <http://ec.europa.eu/consumers/odr>

## **§ 8 Notice pursuant to Paragraph 36 of the German Consumer Dispute Resolution Act (VSBG)**

The Provider is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board pursuant to VSBG.