

## **Terms and Conditions for orders placed online at [www.mytruckservices.knorr-bremse.com](http://www.mytruckservices.knorr-bremse.com)**

### **§ 1 Applicability, Contract Language**

(1) The following general Terms and Conditions (GTC) apply to all contracts concluded via this online shop between you and the following Knorr-Bremse (“us”):

your abode:

Knorr-Bremse Systeme für Nutzfahrzeuge GmbH  
Moosacher Str. 80  
80809 Munich  
Germany

Email: [info@knorr-bremse.com](mailto:info@knorr-bremse.com)

Directors: Bernd Spies, Wolfgang Krinner, Dr. Jürgen Steinberger, Piotr Sroka  
Supervisory board chairman: Dr. Peter Laier

Seat of Registration Court: Amtsgericht München  
Commercial Register Number: Handelsregister HR B 102 775  
Locaton of corpration: Munich, Germany  
VAT ID number: DE 157 691 980

(2) To merchants, public law legal entities or special public funds our terms and conditions of sales and delivery shall apply additionally. In the event of a conflict between the terms and conditions of sales and delivery and the GTC, the terms and conditions of sales and delivery shall prevail.

(3) The exclusive language available for the conclusion of the contract shall be German. Translations of these GTC to other languages are for information only. In the event of contradictions between the German text and the translations, the German text shall prevail.

### **§ 2 Applicable Law, Mandatory Consumer Protection Regulations**

The law of the Federal Republic of Germany shall apply excluding the United Nations Convention on Contracts for the International Sale of Goods (CISG), if

- (a) your abode is in Germany, or
- (b) your abode is situated in a state not being member of the European Union.

In the event that your abode is in a member state of the European Union, German law applies provided this stipulation is not in conflict with mandatory rules of the state in which your abode is situated. Such rules shall remain unaffected.

### **§ 3 Conclusion of contract**

(1) The presentation of the products and services as well as the provision of software for download in our online shop does not constitute a legally binding offer, but merely an invitation to place orders (invitatio ad offerendum).

(2) By clicking „Order with obligation to pay“ in the last step of the order process, you submit a binding offer for purchase of the goods displayed in the order overview and/or for booking of the services and/or software, to the extent described in the respective license agreement and under the conditions specified therein, listed in the order overview. Immediately after submitting the order, you will receive an order confirmation, which however does not yet constitute the acceptance of your contract offer. A contract comes into existence between you and us as soon as we accept your order and/or booking by means of a separate email or dispatch the goods or provide the software for download and the associated PIN. Please regularly check the spam folder of your mailbox.

### **§ 4 Technical steps up to the conclusion of the contract and correction of input errors**

(1) To place an order for goods and/or services, start by placing the desired goods and/or services in the shopping cart. There you may modify at any time the desired quantity or delete goods and services completely. If you have placed goods and services in the shopping cart, by clicking on the buttons „Next“ you will get first to a web page where you may enter your data and then you may choose the shipping method. You can review your input on the overview page that will open up. To correct input errors (e.g. with respect to the shipping method, data or quantity), click „Edit“ next to the respective field. To cancel the order process, you can simply close your browser window. By clicking the confirmation button „Order with obligation to pay“, your declaration becomes binding in the meaning of section 3 (2) of these GTC.

(2) To place an order for software to download, select the requested software and enter all mandatory information. By clicking on “Review Data” you can review your input on the overview page that will open up. To correct input errors (e.g. company information, training information), revise the entered information in the respective entry field. To cancel the order process, you can simply close your browser window. By clicking the confirmation button „Order with obligation to pay“, your declaration becomes binding in the meaning of section 3 (2) of these GTC.

### **§ 5 Storage of the contract text**

You will receive the contractual provisions together with information on the goods ordered and/or services booked and/or ordered software including these GTC and the information on the right of withdrawal for consumers by email upon acceptance of the contract offer or together with the notification thereof. When you order software, the respective license agreement will also be sent to you. We do not store the contractual provisions for you.

### **§ 6 Opening a customer account; Processing of your personal data**

(1) In our online shop you may order goods and/or services and/or software for download as a guest or after opening a customer account. With a customer account you must not enter your personal data every time you use our online shop, but you may log on to your customer account with your e-mail address and your

password before or during the order process. You will not be obliged to buy any of the goods offered by us only due to your registration. It is also possible to order software for download as a non-registered user. To do this, it is necessary to provide your personal data. For information on the processing of your data, please read our data protection information, which you can find under the following URL <https://mytruckservices.knorr-bremse.com/privacyNote>. During your application for registration, your entered email address becomes your username, additionally you choose a personal password.

(2) You may delete your registration under „My user account“ at all times. If your personal information changes, you yourself are responsible for its update. All amendments can be made online under „My user account“ after the log in.

(3) In the event that goods or services are intended exclusively for merchants within the meaning of § 14 of the German Civil Code (BGB), we may require you to provide us with sufficient verification of your merchant status prior to conclusion of the contract, e.g. by providing us with your VAT ID number or other adequate proof. The data required for the evidence must be provided by you completely and correctly.

## **§ 7 Payment Terms**

(1) The agreed prices shall be fixed prices and are subject to any additional VAT (value-added tax).

(2) Invoices will be charged for each single delivery or performed service. Discounts will not be granted.

(3) When booking technical training courses, the subsequent invoice will be issued by the respective organizer, who will be displayed to you in the ordering process before the payment order is concluded. In this case, the amount must be paid to the organizer. When ordering software for download, the subsequent invoice will be issued by the authorized dealer selected by you. If you do not select an authorized distributor, we will issue the invoice

(4) Unless otherwise agreed in writing, the customer pays within 30 days of the invoice date without any deductions. However, we can also make delivery dependent on payment step by step (e.g. by cash on delivery or bank direct debit) or on advance payment, e.g. if there is no business relationship with the customer yet, or if delivery is to be made abroad, or if there are reasons, to doubt on a timely payment by the customer.

(5) In case of delayed payment we are entitled to charge default interest amounting to 5 % above the base interest rate. The right to assert a claim on account of further damage is not excluded.

(6) You shall only be entitled to withhold payments or to offset counter claims in so far as your counter claims are undisputed or ruled with res judicata effect by court. You shall not be entitled to assign his claims to third parties.

## **§ 8 Retention of Title**

The goods shall remain our property until full payment.

## **§ 9 Delivery Conditions**

We deliver the goods pursuant to the agreements made. Arising shipping costs are listed on the overview page of all goods in the shopping cart and are billed separately. The customer can download software independently. We will notify the customer of the link required for this, and the PIN required for the contractual use of the software, as soon as possible after the conclusion of the contract.

## **§ 10 Right of Withdrawal**

As a consumer you have in accordance with the rules described in the attachment below a right of withdrawal. A consumer means every natural person who enters into a legal transaction for purposes that predominantly are outside his trade, business or profession.

## **§ 11 Warranty in case of purchasing goods and/or software**

(1) If the delivered goods and/or software purchased in our online shop are defective, you are entitled, within the scope of legal provisions, to request rectification, to withdraw from the contract or to reduce the purchase price.

(2) The limitation period of warranty claims for the delivered goods is two years of receipt of the goods. Any claims due to defects maliciously concealed by us will expire after the normal limitation period.

(3) Moreover, you shall also have rights for defects within the scope of guaranteed properties and/or durability, provided that we expressly guaranteed such in the individual case with respect to the item sold.

(4) Furthermore, the warranty rights regulated in the respective license agreements applicable to software for download take precedence over these terms and conditions.

## **§ 12 Limitation of Liability**

(1) We are liable for intent and gross negligence. Further, we are liable for the negligent breach of obligations, whose fulfillment is essential to enable the ordinary implementation of the contract, whose breach jeopardizes the achievement of the purpose of the contract and on whose compliance you as a customer may rely on regularly. In the last-mentioned case, we are only liable for the foreseeable, typical contractual damage. The same applies to breaches of duty by our vicarious agents.

(2) The abovementioned exclusions of liability do not apply in case of damage of life, body and health. The liability pursuant to the product liability law remains unaffected.

(3) Any further liability is excluded - regardless of the type and nature of the asserted claim.

**§ 13 Rights of third parties**

(1) The subject matter of the contract, the data, proposals, documentation etc. shall be our intellectual property and shall not be reproduced and / or be made accessible to a third party. In case a contract is not concluded or a contract was ended, all intellectual property shall be returned to us or shall be extinguished and shall not be made use of.

(2) You have the non-exclusive, permanent, irrevocable and non-transferable right to use the training documents provided in the context of training events. Reproduction of the training documents is expressly prohibited.

(3) Any deviations from the above mentioned provisions on usage shall require an individual contractual agreement.

**§ 14 Jurisdiction; Online and Alternative Dispute Resolution; Severability Clause**

(1) If, on conclusion of this contract, you had your place of residence or habitual place of abode in Germany and you relocated it to a location outside Germany at the time of commencement of proceedings by us or if your place of residence or habitual place of abode is unknown at this time, the exclusive place of jurisdiction for all disputes shall be Munich

(2) The European Commission provides for consumers a platform for online dispute resolution under <http://ec.europa.eu/consumers/odr/>.

Our e-mail address is: [info@knorr-bremse.com](mailto:info@knorr-bremse.com)

(3) We are not obligated and not willing to participate in dispute resolution proceedings pursuant to the German Consumer Dispute Resolution Act (VSBG).

(4) Should individual provisions of this contract be invalid, this shall not affect the validity of this contract as a whole. The contracting parties are obliged to replace the ineffective provision by a stipulation approximating most closely the economical result intended by the ineffective provision.

## INFORMATION ON THE RIGHT OF WITHDRAWAL

### RIGHT OF WITHDRAWAL FOR CONSUMERS

As a consumer you have the right to withdraw from this contract within 14 days without giving any reason.

The withdrawal period will expire after 14 days from the day of the conclusion of the contract.

To exercise the right of withdrawal, you must inform us (see § 1 (1) AGB) of your decision to withdraw from this contract by an unequivocal statement (e.g. a letter sent by post, fax or email). You may use the attached model withdrawal form, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

### EFFECTS OF WITHDRAWAL

If you withdraw from this contract, we shall reimburse to you all payments received from you, including the costs of delivery (with the exception of the supplementary costs resulting from your choice of a type of delivery other than the least expensive type of standard delivery offered by us) without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to withdraw from this contract. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. If you requested to begin with the performance of services during the withdrawal period, you should pay us an amount which is in proportion to what has been provided until you have communicated us your withdrawal from the contract, in comparison with the full coverage of the contract.

### ADDITIONAL INSTRUCTIONS

Please use the original packing material in the event of sending back the goods, if the original packing material is still at hand.

Model withdrawal form according to

Annex 1 B to Directive 2011/83/EU

(Complete and return this form only if you wish to withdraw from the contract)

To:

- Knorr-Bremse Systeme für Nutzfahrzeuge GmbH  
Moosacher Str. 80  
80809 Munich  
Germany

Email: info@knorr-bremse.com

Directors: Bernd Spies, Wolfgang Krinner, Dr. Jürgen Steinberger, Piotr Sroka  
Supervisory board chairman: Dr. Peter Laier

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Locaton of corpration: Munich, Germany  
VAT ID number: DE 157 691 980

(see § 1 (1) AGB):

- I/we (\*) hereby give notice that I/we (\*) withdraw from my/our (\*) contract of sale of the following goods (\*)/for the provision of the following service (\*); Please describe goods/services precisely so it is possible to identify to which goods or services withdrawal refers.
- ordered on (\*) [date] /received on (\*) [date];
- name of consumer(s);
- address of consumer(s);
- signature of consumer(s);
- (only if this form is notified on paper);

date

(\*) complete as appropriate

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