

Webasto ONE Portal Terms and Conditions

(July 2024)

These terms and conditions (“**Terms**”) govern the use of the platform One Portal and its Modules, as described below, (“**ONE Portal**”), provided by Webasto Roof & Components SE, Germany (“**Webasto**”) to customers and consumers.¹ Deviating or contrary provisions on the part of the customer, in particular the customer’s own terms and conditions, do explicitly not apply. Deviations from these Terms shall in general only be effective if Webasto has explicitly agreed to them in writing.

By accepting these Terms, each User of ONE Portal, as defined below, declares that they have read and understood the Terms and that they agree to comply with the regulations and restrictions contained therein.

1. ONE Portal and its Modules

- 1.1 ONE Portal is a platform that enables employees of Webasto’s dealers, retailers, wholesalers and/or distributors (together “**Customers**”) and – in the case of the Module “Dealer Locator” as described below, also consumers – to access and use the services provided by the various ONE Portal Modules. Among others, ONE Portal offers the possibility to register a Product, to apply for trainings, to register for sales campaigns, to manage the Customer company’s data, and to connect Customers with consumers via a visibility of the Customer in the module Dealer Locator.
- 1.2 Where a distinction is not necessary in these Terms, the Customers (including their respective employees) and the consumers using the services of the platform are uniformly referred to as “**User**” or “**Users**”. For the avoidance of doubt, each employee of a Customer is accessing and using ONE Portal and its Modules solely for and on behalf of the Customer company he is employed at.
- 1.3 ONE Portal is provided free of charge to the Users. ONE Portal and the Modules, as defined below, are available in all those countries in which ONE Portal is rolled out. Depending on the country of the User, not all Modules of ONE Portal may be accessible.
- 1.4 The company responsible for the platform ONE Portal and its Modules is:

Webasto Roof & Components SE,
Kraillinger Str. 5
82131 Stockdorf
Germany

Postfach 1410,
82199 Gilching,
Germany

Tel.: +49 (89) 8 57 94-0
Fax.: +49 (89) 8 57 94-4 48
Email: info@webasto.com
www.webasto.com

- 1.5 Via ONE Portal, the following modules (“**Modules**”) are included and can be accessed:
 - a) Access Management and Self Service
 - b) Dealer Locator
 - c) Offering Platform

¹ Insofar as the text of these Terms refers to the masculine form, this is not meant in a gender-specific manner but was done exclusively for reasons of better readability.

- d) B2B Online Shop
- e) Product Catalogue
- f) Sales Campaign
- g) Product Registration
- h) Online Warranty
- i) Hotline Requests
- j) Online Training
- k) Marketing Communication

In order for Customers to be able to access ONE Portal as a platform in general, and in the following the respective Modules, an access has to be applied for via the Module Access Management (see clause 3.1 below), unless the Customer already has an account.

- 1.6 The contents of as well as the specific conditions of use applicable for each Module are outlined in detail in clause 3 below. Whenever a User is accessing a Module, he needs to comply with the conditions of use applicable for this specific Module, which apply in addition to the general regulations contained in these Terms.

2. General conditions of use

The use of ONE Portal in general and each specific Module in particular is subject to these Terms. Independent of which Module is used or accessed, the conditions laid down in clauses 4 to 10 apply in any case and in addition to the specific conditions of use determined for each respective Module (see clause 3 below).

3. The Modules in detail

The following regulations describe the contents and conditions of use of the individual Modules:

3.1 Access Management and Self Service

a) Content and Services

The Module Access Management serves to register Customers of Webasto, who do not yet have an account, within ONE Portal in order to grant access to ONE Portal itself and, in the following, to the individual Modules. Each Customer will be provided with an account which is in the name of the respective Customer company ("**Account**"). For each employee of such Customer who shall get access to ONE Portal, a contact based on the Customer account is created ("**Contact**").

Once an Account is created, the respective Contacts assigned to this Account can manage the Customer company's Account details as well as their own Contact details via the Module Self Service.

The Module Self Service includes three main sections: "My Profile", "Company Profile" and "User Maintenance".

- (i) "My Profile": This section shows the Contact's personal account details such as first and last name, gender, preferred language of communication with Webasto, email address, telephone, and fax number, as well as the address information of the Customer company (Street, city, postal code, and country). **This information will not be visible in the Module Dealer Locator** (see clause 3.2 below).
- (ii) "Company Profile": This section allows the Contacts to view and change basic company information of the Customer company. This information contains: email address, telephone and fax number, a link to the Customer company's website, and the option to add a short company's description, as well as to mark with a "Yes" or a "No", if the customer wants to receive online requests from consumers, through the Module Dealer Locator. If the Customer chooses "Yes", **this information will be**

visible in the Dealer Locator. Furthermore, the section shows information such as the Customer company's name, the complete address, the preferred communication language, the Primary Contact of the Customer (see clause 3.1. b below) and the telephone as well as fax number. The Customer can also view and maintain his company opening hours, the vehicle brands for which he offers his services and an overview of the sales campaigns (see Module Sales Campaigns for details) the Customer company is currently enrolled in.

(iii) "User Maintenance": In this section, the Customer can add or remove Contacts from the Account. Adding employees to the Account as new Contacts is subject to a business need, see clause 3.1.b) (ii) below). Maintaining the Contacts and data of the Customer and the Account can be done in this section; the responsibility lies with the Primary Contact of the Customer, as defined in clause 3.1.b) (i) below.

(iv) Changes to the data provided:

Via the section "My Profile", Contacts can also make changes to the data provided, if necessary.

Via the section "Company Profile", if the Customer wants his master data to be changed or updated, a company change request needs to be submitted, which will then be reviewed and confirmed by Webasto.

b) Conditions of use

(i) The Customer as the Account owner is responsible for the Account, including maintaining and updating the data and contact information of the Customer company. The Customer shall identify one employee as the primary Contact for ONE Portal ("**Primary Contact**") once this feature is available in the Module; this Primary Contact shall manage the Customer Account and has the sole authorization to add other persons working for the Customer company as new Contacts to the Account.

Each Primary Contact and each further Contact added to the Account has to accept these Terms when logging into the Account for the first time.

The Primary Contact is also responsible for removing Contacts from the Account and ensuring that their access to ONE Portal is deactivated. This applies in particular if an employee with an assigned Contact is leaving the Customer company.

(ii) The Contacts created for each Account of a Customer company shall be limited to those employees of the Customer who have a business need to have access to ONE Portal.

(iii) When logging into the Account for the first time, the Contact person is requested to accept these Terms, and, in the following, to re-set the password. If such acceptance of the Terms is refused or if the re-set is not done, no access can be granted, and the Contact will subsequently be anonymized again. The point in time on which the first log-in took place will be tracked.

(iv) All data provided and managed via the Module Self Service needs to be kept up to date and needs to be accurate and complete.

3.2 Dealer Locator

a) Content and Services

The Dealer Locator is a publicly accessible Module which is primarily aimed at consumers. It enables consumers who are interesting in purchasing a Webasto product to search for Webasto authorized dealers selling and installing such product ("**Dealers**"), by entering data

such as the consumer's address, the car model and the Webasto product the consumer would like to have installed.

With the data provided in and submitted via the Dealer Locator, the consumer can request an offer from a Dealer on the conditions and costs for installing the Webasto product chosen by the consumer. The offer will be created by the Dealer via the Module Offering Platform (see clause 3.3 below).

b) Conditions of use

- (i) The offer to the consumer will solely be made by the respective Dealer; in case the consumer decides to accept the offer, a contract for the purchase and installation of the chosen product will be concluded directly between the consumer and the Dealer. Such contract will be subject exclusively to the terms and conditions agreed between the consumer and the Dealer.

No contractual relationship of any kind will be concluded with Webasto and Webasto will not be liable for any content of the offer, the contract and/or any performance of the contractual obligations by the consumer or the Dealer. Furthermore, neither the use of ONE Portal and/or the Module Dealer Locator nor the consumer's search for a Webasto product will lead to the conclusion of a contract with Webasto of any kind.

- (ii) No product prices are displayed in the Dealer Locator. The prices for purchasing the Webasto product depend on the Dealer's offer; prices for installation are subject to the Dealer's assessment on time, material and complexity of installation and are not displayed in the Dealer Locator.
- (iii) The data and information entered in the Dealer Locator must be correct and complete and it is the sole responsibility of the consumer to comply with this requirement. Incomplete or incorrect data or information may result in an incorrect price calculation by the Dealer in his offer. Liability claims of the consumer against Webasto for damages of any kind caused by the use of the Dealer Locator or by the input of incorrect or incomplete data by the consumer are generally excluded, insofar as this is legally permissible.

3.3 Offering Platform

a) Content and Services

The Module Offering Platform is aimed at Customers who are Dealers registered within the Dealer Locator (see clause 3.2 above); via the Offering Platform, Dealers can create an offer for the consumer based on the consumer's request sent to him via the Dealer Locator.

b) Conditions of use

- (i) The Offering Platform provides a form in which the Dealer has to enter the data requested, such as estimations for materials and working hours needed to perform the installation of the product chosen by the consumer. In order to successfully create an offer, the Dealer has to fill in at least all the fields marked as mandatory in the form.
- (ii) It is the sole responsibility of the Dealer to ensure that the data entered into the form is correct, accurate and complete.

By creating and / or subsequently submitting the offer to the consumer, no contractual relationship of any kind will be concluded between the Dealer and Webasto and Webasto will not be liable for any content of the offer, the contract

and/or any performance of the contractual obligations by the consumer or the Dealer.

- (iii) Furthermore, before submitting the offer, the Dealer is required to add his terms and conditions for the sale and installation of the chosen Webasto product, as well as his privacy policy, each in the respective fields provided in the form. A contract with a consumer will solely be concluded based on the terms and conditions and subject to the data privacy policy of the Dealer.

3.4 B2B Online Shop

a) Content and Services

Via the Module B2B Online Shop, Customers can order and purchase Webasto products in those countries in which the B2B Online Shop is made available.

b) Conditions of use

Webasto products are sold subject to the General Terms & Conditions of the Webasto Group for Sales ("**Sales GTC**") in the version applicable at the time the Customer places an order. The Customer is required to accept the Sales GTC in addition to these Terms of ONE Portal when purchasing products from Webasto.

3.5 Product Catalogue

a) Content and Services

The Module Product Catalogue displays Webasto's product portfolio for each country, which is offered to Webasto's Customers for purchase via the B2B Online Shop Module.

b) Conditions of use

Via the Module Product Catalogue, documentation relating to the Webasto products, e.g., manuals and safety instructions, can be downloaded by any User in multiple languages. This area is publicly accessible for everyone and does not require a log in or setting up an account.

Customers logging into their Account will be able to see a list of the whole Webasto product portfolio available via the B2B Online Shop Module, subject to the country where they are located.

3.6 Sales Campaign

a) Content and Services

Via the Module Sales Campaign, the Customer can register to participate in sales campaigns initiated by Webasto, and profit from discounts granted within such campaigns.

b) Conditions of use

Access to the Sales Campaign Module is made via the Self Service Module. The Customer will receive information on a new sales campaign via a PDF; the Customer needs to register for a campaign in order to participate. If so, the participation in a certain campaign is noted in the Customer Account.

If a Customer, once registered for a campaign, sells and/or installs a Webasto product within such campaign, the Customer will receive a discount from Webasto. In order for such discount to be granted, it is, however, mandatory that the product is registered via the Module Product

Registration (see clause 3.7). It is the obligation of the Customer, to provide accurate and complete data in this context in order to benefit from the participation within the campaign.

3.7 Product Registration

a) Content and Services

The Module Product Registration enables Customers to register the Webasto products in order to comply with the requirements of certain processes and/or in order to facilitate the handling of certain processes like warranty claims.

b) Conditions of use

Via the Product Registration button within the Module, a new product registration can be created and an overview of all submitted as well as drafted but not yet submitted registration cases is provided.

Registering a Webasto product enables to facilitate the handling of potential warranty claims related to such product. However, a registration is not mandatory in this case.

A registration is, however, mandatory in order to comply with certain additional processes or areas, such as participation in sales campaigns (see clause 3.6), the Webasto Guarantee plus packages offered for Webasto's batteries etc.

When registering the product, the data provided has to be accurate and complete.

Via the button Product Registration Certification, respective certificates can be downloaded and printed.

3.8 Online Warranty

Via the Module Online Warranty, Customers in those countries in which the Module is activated can download a PDF form which can be used to submit a warranty claim related to a specific Webasto product.

3.9 Hotline Requests

a) Content and Services

The Module Hotline Request is only available to Customers via the ONE Portal webpage in Germany. Via this Module, Customers can bring incidences relating to Webasto's products to the attention of Webasto.

b) Conditions of use

Customers using the services provided via this Module are asked to fill out a form relating to the specific case; the Customer is required to name the case and to connect it to a certain product.

The information provided must be complete and accurate. The use of this Module is not mandatory, however. Customers can also bring cases to the attention of Webasto via e-mail or telephone.

3.10 Online Training

a) Content and Services

The Module Online Training enables Customers to register for online and onsite trainings relating to the Webasto products.

b) Conditions of use

Via the Module, Customers can either register for a fixed training scheduled in the training plan or submit an individual training request. Any employee of a Customer wishing to subscribe for a training have to have a Contact within the Account of the Customer (see clause 3.1 a)). Once registered, training information will be provided via e-mail. When subscribing for a training the Customer is also accepting to be invoiced and to pay the costs determined by Webasto for such training.

Participation in trainings is mandatory in order for the Customer to become a Webasto certified partner. Webasto will keep track of the participating and trained employees of a Customer. Following a successful conclusion of the training, each participant will receive a certificate.

It is the Customer's responsibility to ensure that only persons working for the Customer are participating in the training. Furthermore, in case a trained employee is leaving the Customer's company, it is the Customer's responsibility to ensure to keep up the required competence level within his company in order to keep his certification.

3.11 Marketing Communication

a) Content and Services

The Module Marketing Communication will provide a download area for Customers for recent marketing materials like catalogs and other marketing-related documents and files.

b) Conditions of use

When downloading and using Materials, as defined below, the Customer is obliged to accept the terms and conditions related to the provision of the Material by Webasto.

Webasto grants to the Customer the non-exclusive, non-transferable and non-sub-licensable right to use Webasto's trademarks or logos, as well as any signboards, banners/flags, picture, film, audio and/or print material (including but not limited to documents, PDFs, brochures and flyers) ("**Material**"), exclusively for the purposes and the term of the business relationship between Webasto and the Customer ("**Right of Use**"). For the avoidance of doubt, such Right of Use shall be limited to the sale of the Webasto products and the provisions of related services, including marketing activities related to the products and services, and does not include any further rights in connection with the Material. Webasto remains the sole owner of the any Material provided to the Customer, and in particular, Webasto SE, the holding company of the Webasto group, remains the sole legal owner of the Webasto trademarks and/or logos.

Apart from minor adaptations of the Material in order to improve its overall depiction and display, the Customer is not permitted to change, modify or falsify the Material in any way without the prior written consent of Webasto.

4. **Reservation of rights**

Webasto reserves and shall retain its entire right, title, and interest in and to ONE Portal and each respective Module; all source code, databases, functionality, software, audio, video, text, photographs, and graphics contained in ONE Portal and the respective Modules (collectively, "**Content**") and the trademarks, service marks, and logos contained therein ("**Marks**") are owned or controlled by Webasto or licensed to Webasto, and are protected by copyright and trademark laws and various other intellectual property rights and unfair competition laws of the Federal Republic of Germany, the European Union, the United States, other foreign jurisdictions, and international conventions. The Content and the Marks are "AS IS" for User's information and personal use only. Except as expressly provided in these Terms, no part of ONE Portal and/or a

Module, and no Content or Marks may be copied, reproduced, aggregated, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, distributed, sold, licensed, or otherwise exploited for any commercial purpose whatsoever, without the express prior written permission of Webasto.

5. Responsibilities of the User

- 5.1 The User is responsible for using ONE Portal and the Modules in compliance with these Terms; in case of the Customers, the Customers are responsible and can be held liable for a misuse of ONE Portal and / or the Modules or an infringement of these Terms of any kind by any of their employees, in particular but not limited to the Primary Contact and the further Contacts (see clause 3.1 above).
- 5.2 In particular but not limited to, the User has no right to:
- a) copy, modify, translate, adapt, or otherwise create derivative works or improvements, whether or not patentable, of ONE Portal or one of the Modules,
 - b) reverse engineer, disassemble, decompile, decode, or otherwise attempt to derive or gain access to the source code of ONE Portal or any part thereof,
 - c) remove, delete, alter, or obscure any trademarks or any copyright, trademark, patent, or other intellectual property or proprietary rights notices from ONE Portal or the Modules,
 - d) remove, disable, circumvent, or otherwise create or implement any workaround to any copy protection, rights management, or security features in or protecting ONE Portal or the Modules,
 - e) commit any acts of piracy or acts which limit or prevent the availability of ONE Portal and/or the Modules, also causing injuries or harassment to any other Users,
 - f) probe, scan or test the accessibility and/ or vulnerability of ONE Portal and/or one of the Modules or any network to which it is connected, or to violate the security or authentication measures of ONE Portal or any other network to which it is connected,
 - g) interfere, using any automatic or manual appliance, program, algorithm or other means, with the correct functioning of ONE Portal and/or the Modules or any operation conducted on it.
- 5.3 The User is liable towards Webasto and agrees to indemnify, defend, and hold harmless Webasto and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, arising from or relating to (including but not limited to):
- a) the misuse of ONE Portal, the Modules and/or the services provided therein;
 - b) providing incorrect, incomplete or inaccurate information via ONE Portal and/or any of the Modules;
 - c) enabling unauthorized use of or granting unauthorized access to third parties to ONE Portal and/or any of the Modules;
 - d) infringing any of Webasto rights in relation to ONE Portal and/or the Modules (clause 4 above);
 - e) any other violation of these Terms by the User.

6. Restriction of Webasto's liability

- 6.1 To the maximum extent permitted by law, Webasto shall not be responsible for any indirect (material or immaterial) or consequential damage caused to the User when using ONE Portal and/or the Modules.
- 6.2 Notwithstanding the above, Webasto shall only be liable to the User for losses or damage if:
- a) Webasto has culpably (i.e. at least through negligence) committed a fundamental breach of contract (violated a cardinal duty) in a manner jeopardizing the object of the contract; or
 - b) the loss or damage has been caused by gross negligence or willful intent on the part of Webasto; or
 - c) if the loss or damage relates to liability under product liability law, especially in cases of injury to body, life and health of persons.
- 6.3 Webasto's liability shall be limited to the typical foreseeable loss or damage in the following cases:
- a) fundamental breach of contract (violation of a cardinal duty) due to neither gross negligence nor willful intent;
 - b) violation of other duties due to gross negligence by Webasto's employees or representatives.
- 6.4 Any restriction of liability in this Section 6 shall not apply if such restriction is prohibited by applicable mandatory statutory law.
- 6.5 The regulations of this Section 6 shall also apply if the User claims damages against Webasto's employees or representatives.
- 6.6 Webasto shall not be liable for issues in connection with ONE Portal or one of the Modules which are outside the responsibility of Webasto or outside the scope of influence of Webasto, including but not limited to incorrect use or misuse of ONE Portal or a Module by the User, weak or no internet connection, technical reasons outside Webasto's influence, geographical situations, network faults or the like.
- 6.7 Webasto is also not responsible and cannot be held liable for any damage or deficiencies caused by an event of "**Force Majeure**", i.e., all events which are beyond the control of Webasto, and which are unforeseen, unavoidable, or insurmountable, and which prevent total or partial performance by Webasto. Such events shall include earthquakes, typhoons, flood, fire, war, epidemics, or any other events which cannot be foreseen, prevented or controlled, including events which in general international commercial practice are recognized to be Force Majeure.
- 6.8 Webasto shall not be liable to either the User or the Dealer in relation to the contract concluded between these two parties (see clause 3.2 and 3.3 above).

7. Confidentiality; Compliance

- 7.1 Each User undertakes to treat Confidential Information, as defined below, that are disclosed or provided to the User via ONE Portal and / or any of its Modules or that become known to the User by other means when using ONE Portal or any of its Modules, as confidential and to not disclose them to any third party without the prior written consent of Webasto. "**Confidential Information**" relates to any and all not publicly known commercial and technical details, information and/or data, in no matter what form, of which they obtain knowledge by reason of the business relationships, especially models, templates, matrixes, samples, measuring instruments, devices, molds and related software, e.g., CAD, source code, specifications, especially drawings, confidential details and construction data and similar objects. The reproduction of any such

Confidential Information shall only be permitted within the scope of operational requirements and within the scope of copyright law.

- 7.2 Users shall undertake to comply with the applicable laws in connection with the use of ONE Portal and to not take or omit any actions that can lead to a criminal act, in particular due to fraud or a breach of trust, insolvency offenses, anti-competitive criminal acts, including import and export controls, the granting of advantages or the acceptance of advantages, blackmail, corruption or other criminal offenses involving corruption or comparable crimes on the part of Webasto and/or the User, persons employed by Webasto or the User, or other third-parties. In the event of a violation of this provision, Webasto shall be entitled to prohibit further use of ONE Portal and to terminate and delete the Account or deny access to ONE Portal without notice.

8. Term; deactivation of Accounts

- 8.1 Webasto reserves the right to deny a User any further access to ONE Portal and/or one or all of the Modules with immediate effect in case of any breach of these Terms by the User. The User's Account will in this case be deactivated immediately.
- 8.2 In case a business relationship between Webasto and the Customer comes to an end, including in case a Dealer ceases to be a Webasto authorized dealer, the Account of such Customer will be deactivated with effect as of the end of such business relationship, unless Webasto and the Customer agree otherwise.

9. Changes to these Terms

Webasto reserves the right to update or amend these Terms at any time. In this case, Users are being informed accordingly when accessing ONE Portal the first time following the update or amendment and are required to accept the new version of the Terms; otherwise, access to ONE Portal and in particular the individual Modules can no longer be granted.

10. General

- 10.1 These Terms shall be governed by the law of Germany. The provisions of the United Nations Conventions on Contracts for the International Sale of Goods (CISG) and the conflict of law provisions are explicitly excluded.
- 10.2 The exclusive place of jurisdiction shall be Munich, Germany, unless mandatory legal regulations provide otherwise. In case the User is a consumer whose habitual residence is outside the country in which the registered office of Webasto is located, the mandatory statutory provisions of the country in which the consumer habitually resides shall not be affected by the aforementioned choice of law.
- 10.3 Should any of the provisions of these Terms be or become invalid, this shall not affect the validity of the remaining provisions.