

General Terms for the Usage of the Field Data Monitoring

Version 2024.07

1 Scope of application

- 1.1 These General Terms govern the use of specific Webasto Connect functions used in connection with Webasto batteries ("**Field Data Monitoring**" and/or "**FDM**"). The FDM Functions (as described in detail in section 3.4 below) are exclusively provided for B2B customers ("**Customer**") and are subject exclusively to these Terms and Conditions for the Usage of the Field Data Monitoring ("**Terms**"). Divergences from these Terms shall only be effective if explicitly accepted by Webasto in writing.
- 1.2 To use the FDM Functions, the customer needs to purchase and install a FDM connect unit. By installing the unit ("**FDM Connect**" or "**FDM Connect Unit**") on a vehicle, and registering the FDM Connect with the Webasto Service App according to the procedures described in the "Quick Start Guide Field Data Monitoring Connect" as well as in the Webasto Service App User Manual (latest version of the documents can be provided on request by a Webasto representative or found in the Webasto Dealer Portal) the Customer automatically enables Webasto to offer the FDM Functions.

2 Contractual partner

- 2.1 The contractual partner of the Customer when using the FDM Functions is the respective Webasto company selling and providing the FDM Functions to the Customer in their country ("**Webasto**"). Regardless of where the selling Webasto company is located, the handling of the provisions of the FDM Functions is done exclusively by Webasto Roof & Components SE located in Stockdorf, Germany.

3 Provision and functions within the scope of FDM

- 3.1 The FDM serves to collect data relating to the performance of the Product. The specific functions are outlined in detail in clause 3.4 below. FDM is provided for Webasto's Commercial Vehicle Standard Battery ("**CV Standard**") in connection with Webasto's Vehicle Interface Box ("**VIB**") products ("**Products**"). Single-pack CV Standard systems may use the FDM without the need for a VIB. Customers can acquire the Products directly from Webasto or the respective authorized Webasto subsidiary or affiliated company, or any authorized Webasto partner and/or distributor ("**Webasto Partner**").

The contract for the purchase of the Product shall be concluded directly with the respective Webasto entity or the authorized Webasto Partner from whom the Products are purchased.

- 3.2 The Customer has to install the FDM Connect to the vehicle Controller Area Network ("**CAN**") interface communicating the status of the Webasto Products to the FDM. By installing the FDM Connect in the vehicle, the initial communication with the FDM server is established by plugging and energizing the FDM Connect device. **The FDM Connect together with the Products must be registered with the Webasto Service App in order to validate the enabling of the FDM Functions.** Additionally, the procedures described in the Quick Start Guide Field Data Monitoring Connect, and the Webasto

**Where the information in the text refers to the masculine form, this is not meant to be gender-specific, but serves solely for reasons of better legibility.*

Service App User Manual have to be adhered to. In case a Customer has opted for a Guarantee plus package, the Guarantee Guidelines provided by Webasto apply additionally.

- 3.3 FDM shall be specifically restricted to the Webasto Products which are purchased from Webasto or a Webasto Partner. **FDM shall be valid only for the specific Product purchased by the Customer and cannot be transferred to or used for other equipment or products, i.e., transfer of FDM to other vehicles, to other Products of the same kind belonging to other vehicles, or using the FDM with products from competitors, is not permitted. For the avoidance of doubt, the Customer is only permitted to use the FDM with the originally registered vehicle.** The use of FDM Functions is only possible with a simultaneous installation of the FDM Connect (section 3.2.).
- 3.4 FDM is collecting data relating to the performance of the Product and enables Webasto to establish figures based on experience; further details of the data collected can be found below. FDM offers the following actual functions ("**FDM Functions**" or "**Functions**"):
- a) Periodic data collected from the vehicle (e.g., high voltage request, status of vehicle driving/charging/no operation, speed of the vehicle, ambient temperature, date and time, crash type and notifications) and periodic battery data collection via mobile network for remote diagnostics and monitoring of the batteries on the Customer's vehicles (the data collected is only accessible to selected Webasto personnel).
 - b) Over-the-air software update of the battery systems performed by Webasto personnel (after explicit Customer consent).
 - c) Monthly download and server storage of the Battery Warranty and Logistic Data ("**BatWntyLogtcData**", or also "**BLWD**" data).

NOTE: The battery software component BLWD is collecting historical data about the physical state of the CV Standard (e.g., temperatures, voltages, currents, SOC, contactor aging, isolation resistance etc.) over the lifetime of the CV Standard. The data is stored in the non-volatile memory ("**NVM**") of the Battery Management System ("**BMS**"). Parts of the stored data are presenting the total time the CV Standard is in a specific state (e.g., how long the temperature in a module was in a specific range) whereas other data are diagnostic data (e.g., how often balancing of a cell was activated). Different ranges are defined for each data, which can be used to present the historical data in histograms. The data can be read out from the NVM of the BMS by means of a Unified Diagnostics Service ("**UDS**") job.

- 3.5 **DATA COLLECTION:** via the FDM, signals are collected by the FDM from the CAN communication bus, i.e., battery and vehicle data is received and transmitted to the Webasto cloud via 2G or LTE CAT M1. The data collected serves, among others, to process warranty matters and services relating to the Guarantee plus packages by providing detailed information on the status of the CV Standard, and to improve our Products and related services for Webasto customers. When registering the Products with the Webasto Service App (see clause 3.2 above), the Customer is asked to provide the vehicle identification number ("**VIN**"), among other information. In case of vehicles not driven autonomously, such information like the VIN may be considered personal data

as they can serve to establish a connection to an individual person. Details and references to the data protection regulation are stipulated in clause 10 below.

- 3.6 The Functions offered within the scope of FDM are provided with support from external service providers (“**Service Providers**”) exclusively for Webasto’s FDM. For this purpose, Webasto, through its entity Webasto Roof & Components SE, in Stockdorf, Germany, entered into a respective contractual agreement with the Service Providers. In every case, however, the contract regarding Webasto’s FDM is concluded between Webasto and the Customer only. The Service Providers' own terms and conditions of business shall not apply vis-à-vis the Customer. The Service Providers provide, among other things, the following services on behalf of Webasto for the Customer:
- a) Development and provision of Functions for FDM;
 - b) Maintenance of the Functions relating to FDM;
 - c) Customer support (third level support).
- 3.7 **The Customer is obliged to inform its customers about the content, scope and details of the data collection by Webasto via the FDM. In this regard, it is the Customer’s obligation to inform its customers of the following: even after the respective vehicle, in which the FDM and the related Products are assembled into, is sold to a third party (“Buyer”), Webasto will still be able to have access to the data created and collected by the FDM. The contractual relationship between Webasto and the original Customer will not be affected and will remain in force and effect. No contractual relationship will be formed between Webasto and the Buyer regarding the FDM. The Customer will indemnify and hold Webasto harmless in case of losses, expenses, costs or damages claimed against Webasto by third parties due to the Customer’s breach of the obligations laid down in this clause 3.7.**
- 3.8 The Customer's legal rights vis-à-vis the authorized Webasto Partner from whom the Customer originally purchased the Webasto Product shall remain unaffected by the rights granted within the scope of FDM. The Functions of FDM are provided to the Customer via a wireless communication link to the vehicle in which the Product is installed.
- 3.9 The FDM Functions shall be available to the Customer for a fixed period. Period duration, cost and possibility of renewal will be clarified in detail between Webasto and the Customer (see section 4). These Terms will continue to apply in case of any renewal and / or extension of the period duration.

4 Prices and payments

- 4.1 Any prices, payment terms and possible additional fees which apply in connection with FDM will be provided by the responsible Webasto representative. Unless stated otherwise, prices do not include the respective applicable VAT. The rate of VAT shall be based on the Customer's place of purchase.
- 4.2 The FDM Connect and the FDM Functions are sold together, unless agreed otherwise in writing.
- 4.3 The FDM Functions shall be offered for the period stipulated when the purchase is conducted. The length of this period can be selected from among the standard FDM

Function durations available at the time of purchase. The duration of this period shall begin with the activation of the receiver on the FDM Connect and the automatic connection to the Internet. The length of the period can be subject to technical and/or further aspects to be clarified from a technical perspective.

- 4.4 The Customer must pay the applicable prices for the FDM, if he wishes to use the Functions. Payment shall be due in advance and can be made using the payment methods indicated by Webasto. Prices for future additional functions will be charged separately.
- 4.5 In case of defects of the FDM Connect within the legal warranty period, the Customer will be provided with a FDM Connect replacement. Connectivity periods not consumed may be transferred onto this replacement.

5 Activation and use of FDM

- 5.1 The radio connection to the Product or the Control Unit is made possible by an embedded SIM card integrated in the FDM Connect. The embedded SIM card serves only for the purpose of connectivity and does not involve a contractual relationship with the mobile operator. The Customer shall also receive a unique ID number with the Webasto Product. Each FDM Connect comes with a unique ID number labelled on the device during production. The FDM Connect device ID is used by the FDM system to identify the vehicle and for offering the Functions.
- 5.2 Only selected Webasto personnel is allowed to access the vehicle data and provide the FDM Functions.
- 5.4 The embedded SIM card can only be used for the purpose of using FDM and the Functions related to it. Any altering, copying, misuse or other unauthorized use of or interaction with the embedded SIM card is prohibited. The SIM card is soldered in the board of the device.
- 5.5 The FDM intended purpose is exclusively for B2B applications. Regarding the use of the Product, vehicle and/or FDM Connect by third parties, section 3.7 applies.
- 5.6 Activation of the Functions and use of the FDM Connect is intended only for the regions described in the user manual. Whether a use is possible in a further region not yet considered needs to be clarified with Webasto in each individual case.

6 Failure and deficiencies

The Customer has the obligation to safeguard permanent data transmission to the FDM as a condition for Webasto to provide the FDM Functions and other Webasto services/products dependent on the FDM. The Customer is obliged to notify Webasto without undue delay from the moment of detection of any failure or deficiencies in relation to the FDM Connect or any of the Functions. Webasto cannot be held liable for any damage or loss caused by such fault or deficiencies due to a delayed notice by the Customer, except in cases where an exclusion of liability is prohibited by way of law.

7 Warranty rights; updates

The provisions of this section 7 relate only to warranty matters concerning the FDM Functions. Any warranty matter concerning the Products and/or the FDM Connect Unit

are subject to the contract on the sale and/or installation of the Products and / or FDM Connect Unit.

- 7.1 Unless agreed otherwise in writing, or unless otherwise stipulated by applicable mandatory law, the warranty period shall be 2 (two) years after first activation of the Functions. In case of a defect within the warranty period, the period does not end earlier than 4 (four) months after the defect first appeared. In case of updates, sections 7.3 and 7.5 applies.
- 7.2 The Customer can submit the claims for defects via the Webasto contact details provided to him during the initiation of the business relationship between Webasto and the Customer.
- 7.3. The FDM Connect in the vehicle carries out automatic updates if a new software function is available (see also section 7.4). FDM Connect updates shall not lead to a new start or an extension of the warranty period defined in section 7.1., unless otherwise determined by applicable mandatory law.
- 7.4. A change of the settings or an update of any software or firmware for the FDM Connect Unit in order to improve the functionality of Field Data Monitoring or the Functions can be made without a separate notification to the Customer
- 7.5. If other updates for the Product are available, the Customer will be notified of this via e-mail by a Webasto personnel and will be requested to provide their explicit authorization to update the Product. If consent is provided (via e-mail), the Webasto personnel will perform over-the-air software update of the Product in the vehicle remotely via the FDM Web portal. The Product update procedure shall take place, if Webasto and Customer have not agreed otherwise in writing. Updates shall not lead to a new start or an extension of the warranty period of the Product, unless otherwise determined by applicable mandatory law.

8 Liability

- 8.1 To the maximum extent permitted by law, Webasto shall not be responsible for any indirect (material or immaterial) or consequential damage caused to the Customer.
- 8.2 That notwithstanding, Webasto shall only be liable to the Customer for losses or damage if:
 - a) Webasto has culpably 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 wilful 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.
- 8.3 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 wilful intent;

- b) violation of other duties due to gross negligence by Webasto's employees or representatives.
- 8.4 Any restriction of liability in this Section 8 shall not apply if such restriction is prohibited by applicable mandatory statutory law.
- 8.5 The regulations of this Section 8 shall also apply if the Customer claims damages against Webasto's employees or representatives. If and to the extent legally possible, Webasto's liability (if any) shall in each case be limited to the purchase price.
- 8.6 In case a Customer is using a prototype of the FDM Connect, Webasto's liability is excluded to the maximum extent permitted by law. In particular but not limited to, Webasto cannot be held liable for any issue or consequence of the prototype malfunction.

9 Exclusion of liability, interruptions, force majeure

- 9.1 Webasto shall not be liable if one of the following occurs:
- a) issues related to the Webasto Product which are outside the liability of Webasto or outside the scope of influence of Webasto, including but not limited to incorrect use or misuse of the Product and/or the FDM Connect by the Customer or their customers (e.g. incorrect assembly or installation, incorrect registration, vehicle operation in regions with poor connectivity, unauthorized user modifications to the device, etc). Please additionally refer to FDM complementary documentation *Field Data Monitoring Connect Datasheet*, the *Quick Start Guide Field Data Monitoring Connect* and the *Webasto Service App User Manual*;
 - b) incorrect use of FDM or a use contrary to the regulations set out in Section 5;
 - c) in case of damages and/or losses to the Customer and/or a third party, in particular a Buyer of the vehicle, if the Customer is not complying with his obligations as set out in clause 3.7 above;
 - d) in all other cases in which the deficiencies or failure of FDM, the Functions or the embedded SIM card is attributable to the Customer or their customers, including if such deficiencies arise due to a failure of the Customer to give their approval to an update in due time (section 7.5).
- 9.2 Provisioning of the FDM Functions requires wireless data exchange, limited to mobile network. In case of weak signal reception, the use of FDM and the Functions may be temporarily interrupted. Furthermore, FDM and/or the Functions may be temporarily partly or fully unavailable due to technical reasons, geographical situations, network faults, signal congestion or other factors outside Webasto's influence. This includes the switch-off of mobile network standards in individual countries where FDM is available and/or the changeover to new mobile network standards, on which FDM may not be technically feasible. Additional scenarios outside of Webasto's influence are customer usage, end customer usage, and behaviours that don't enable Webasto to offer its services, i.e. but not limited to operating the vehicles in locations with no/poor network connectivity, operating the vehicle outside of the intended FDM Connect target regions, not enabling the right vehicle state for BLWD data collection, not enabling the right vehicle state for battery system update, not installing the FDM with clear view to the sky (i.e., for example, metal blocking the view to the sky), not installing the FDM away from

metal (see *Quick Start Guide Field Data Monitoring Connect*), not following the requirements and guidelines set in the FDM related documentation, disconnecting the FDM from the battery system, not informing Webasto on time about vehicle faults that impact the FDM, and further issues. Webasto cannot be held liable for any of these factors or any consequences thereof.

9.3. FDM or the Functions may be temporarily interrupted if:

- b) the device and the control unit are moved out of their region of operation (e.g. vehicle moves to a country where the use of FDM is not supported);
- c) the Customer has provided the wrong or inadequate information;
- d) the Customer or their customer uses FDM or the Functions in a way not approved by Webasto or contrary to these Terms;
- e) Webasto has reason to believe that the Customer or their customer is using FDM or the Functions contrary to the law or in a way that violates the rights of a third party;
- f) this is necessary for reasons of network safety, security and/or functionality or the interests of third parties.

9.4 Webasto is 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.

10 Data protection

The details of the data collection and the data protection are laid down in the **FDM Privacy Policy**: <https://www.webasto-electrified.com/int/data-privacy-fdm/>

11 Communication and contact information

11.1. All communication between Webasto and the Customer shall be conducted via e-mail with the Webasto representatives, unless stated otherwise.

11.2. The Customer is required to inform Webasto of any changes regarding his contact information or any other personal information that is relevant for providing the services to the Customer.

12 General Provisions

12.1. Unless explicitly agreed otherwise, these Terms shall be governed by the law of the country the respective Webasto company selling and providing the FDM Services to the Customer is located. 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.

12.2. The exclusive place of jurisdiction shall be the place of business of the Webasto company selling and providing the FDM Functions to the Customer.

12.3. Should any of the provisions of these Terms be or become invalid, this shall not affect the validity of the remaining provisions.

Date and location

Company name

Role and function

Signature