



General Terms and Conditions for the Rental of XENTRY Diagnosis Kit 4, XENTRY Diagnosis Kit 4 Scope and XENTRY Scope (GTC - valid from 08/2025)

1. Scope

All goods and services provided by Mercedes-Benz UK Limited in connection with the rental of the diagnosis systems XENTRY Diagnosis Kit 4, XENTRY Diagnosis Kit 4 Scope and XENTRY Scope are subject to these terms and conditions. All agreements must be documented in writing. This also applies to collateral agreements, warranties, as well as subsequent contract amendments. Lessee's general terms and conditions of business shall not be deemed incorporated into this Agreement, even if these conditions have been attached to invitations to tender, orders, or declarations of acceptance and have not been explicitly rejected. This Agreement applies to components relinquished at no charge wherever appropriate.

2. Subject of the Agreement

2.1 The Lessee rents from Mercedes-Benz UK Limited the diagnosis systems XENTRY Diagnosis Kit 4, XENTRY Diagnosis Kit 4 Scope and XENTRY Scope (hereinafter referred to as '**Systems**') consisting of hardware components and firmware.

This Agreement does not cover the provision of Applications and Data Content (incl. XENTRY Software) and data updates. These are subject of a separate agreement and are regulated by the 'General Terms and Conditions regarding the Use of Applications and Data Content provided by Mercedes-Benz UK Limited for After-Sales'.

Mercedes-Benz UK Limited hereby explicitly highlights to the Lessee that the contract period of the aforementioned separate contract for the provision of applications and data content (incl. XENTRY Software) can be significantly shorter (e.g. until the end of a calendar year) than the minimum rental duration of the systems of 42 months in accordance with section 16.1. This applies in particular if the Applications and Data Content (incl. XENTRY Software) in its current form or scope (e.g. certain data packages of individual divisions) are no longer used or distributed by Mercedes-Benz UK Limited or no longer available to Mercedes-Benz UK Limited.

Special attention is drawn to the following: In this case, the rented systems can then not be used to access to the Applications and Data Content (incl. XENTRY Software) which are no longer used or distributed by Mercedes-Benz UK Limited or no longer available to Mercedes-Benz UK Limited.

2.2 Lessee shall purchase the Mercedes-Benz UK Limited-approved accessories for the Systems separately unless these are included as part of the original delivery.

3. Formation of Contract

A rental agreement is formed when Mercedes-Benz UK Limited has confirmed acceptance of the order in writing within 14 days or when Mercedes-Benz UK Limited has performed delivery of the goods or services. However, Mercedes-Benz UK Limited is obliged to inform Lessee in writing without undue delay if it does not intend to accept the order.

Mercedes-Benz UK Limited is not required to state a reason for not accepting the order.

If there is a provision in a separate contract for the dynamic inclusion of the current version of these GTC, this shall take precedence.

In all other cases, Mercedes-Benz UK Limited will inform users of the intended changes in writing (e.g. e-mail) with a minimum of six (6) weeks before the intended changes are to take effect. The user shall provide any objections to the changes in writing within 2 weeks from the date noted on the respective change notice. If the user does not object to the changes in writing within four (4) weeks after receipt from the date of the respective change notice, the changes shall be deemed accepted and mutually varied with expiration of the above-mentioned period of six (6) weeks and unopposed continuation of use of the services. Should the user object to the changes, both Mercedes-Benz UK Limited and the user shall have the right to terminate these GTC or the corresponding order with a notice period of four (4) weeks. Mercedes-Benz UK Limited will inform the user of the effect of silence or non-objection within the change notice.

4. Compliance with Applicable Law

4.1 Lessee is obliged to refrain and desist from all practices that could result in criminal charges against employees of Lessee or other third parties for fraud or breach of trust, insolvency crimes, anti-competition crimes, granting of advantages, or passive corruption. In the event of violation of the above, Mercedes-Benz UK Limited has the right to withdraw from or terminate all legal transactions existing with Lessee and to break off all negotiations with immediate effect.

Notwithstanding the above, Lessee is obliged to adhere to all laws and regulations applicable to both itself and the commercial relationship with Mercedes-Benz UK Limited.



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- 4.2 Lessee shall not sell, supply, export, license, transfer, export or re-export, directly or indirectly, to the Russian Federation or Belarus or for use in the Russian Federation or Belarus any goods or technology supplied under or in connection with this Agreement.

Lessee shall also not sell, supply, export, license, or transfer, directly or indirectly, in any other way intellectual property rights or trade secrets as well as granting rights to access or re-use any material or information protected by intellectual property rights or protected as trade secret to the Russian Federation or Belarus or for use in the Russian Federation or in Belarus. Lessee is required to prohibit possible sublicensees of such intellectual property rights or trade secret, from using such intellectual property rights, trade secrets or other information in connection with common high priority items as listed in The Russia (Sanctions) (EU Exit) Regulations 2019 that are intended to prevent the sale, supply, transfer, or export, directly or indirectly, to the Russian Federation or for use in the Russian Federation.

- 4.3 Lessee shall use its best endeavours to ensure that the purpose of Clause (4.2) is not frustrated by any third parties within its commercial chain, including by possible resellers and/or possible sublicensees of such intellectual property rights or trade secret.
- 4.4 Lessee shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties within its commercial chain, including by possible resellers, that would frustrate and breach Clause (4.2).
- 4.5 Any violation of Clauses (4.2), (4.3) and (4.4) shall constitute a material breach of an essential element of this Agreement, and Mercedes-Benz UK Limited shall be entitled to seek appropriate remedies, including, but not limited to termination of this Agreement, and compensation of any costs, damage or liability incurred by Mercedes-Benz UK Limited resulting from the infringement, including the imposition of fines.
- 4.6 Lessee shall immediately inform Mercedes-Benz UK Limited about any problems in applying Clauses (4.2), (4.3) or (4.4), including any relevant activities by third parties that could frustrate the purpose of Clause (4.2). Lessee shall make available to Mercedes-Benz UK Limited information concerning compliance with the obligations under Clauses (4.2), (4.3) and (4.4) within two weeks of a request of such information.

5. Type and Scope of Performances

- 5.1 The scope of performance is determined by the provisions in the individual rental agreements. These agreements list in detail the exact rented Systems, data contents and services, and the inseparably linked agreements on qualification, program extensions and relinquishment of product information.
- 5.2 Mercedes-Benz UK Limited reserves the right to make changes to the design, technology, and scope of supply and services during the delivery period, provided these changes remain reasonable for Lessee while taking into consideration the interests of Mercedes-Benz UK Limited.
- 5.3 Upon request by Mercedes-Benz UK Limited, Lessee is obliged to replace the Systems with newer Systems provided by Mercedes-Benz UK Limited. This will be contingent upon the need for exchange resulting from ongoing further development in vehicle diagnosis technology, IT technology, telematics, etc. The Lessee who is granted consent by Mercedes-Benz UK Limited to sublease, in accordance with section 7.2, must ensure in the contractual agreements with Sub-lessees that the Systems are exchangeable at any and all times.
- 5.4 Lessee is aware that all Systems can only be used in connection with the corresponding chargeable XENTRY software (in particular XENTRY Diagnosis). The Lessee bears sole responsibility for obtaining a corresponding right of use for the XENTRY software for a fee and by means of a separate agreement.

6. Partial performances

Mercedes-Benz UK Limited is entitled to deliver the goods and services in instalments.

7. Usage Rights and Penalty

- 7.1 Lessee undertakes to use the Systems, the accessories provided by Mercedes-Benz UK Limited as part of the original delivery, the operating instructions, and the other documentation solely within its business and not to permit use by any third parties, unless the Parties have agreed otherwise in this respect.
- 7.2 However, if Lessee is a foreign Daimler Group sales company for Mercedes-Benz and/or smart, the Lessee is entitled and obliged to make the Systems available for rental via a sub-rental agreement to any authorised repairers and independent operators (including fleet owner's workshops with/without facilities for processing warranties and goodwill, and fleet owners) (hereinafter referred jointly as the "**Sub-lessees**") within its contract territory. To facilitate the process sub-rental process the Lessee hereby undertakes to form its own corresponding rental agreements for the Systems with the above-mentioned Sub-lessees within its contract territory.



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- 7.3 The Lessee must ensure that no documentation is accessible to third parties without the prior consent of Mercedes-Benz UK Limited in written form. No copies of any documentation may be made. Furthermore, all information on the documentation is subject to a nondisclosure undertaking.
- 7.4 In the event that the Systems fall into third-party hands, irrespective of as a result of the Lessee through an act, omission or negligence passed them on or failed to ensure that third parties are prevented from accessing them, a penalty of EUR 25,000 will be payable to Mercedes-Benz UK Limited. This does not affect the right of Mercedes-Benz UK Limited to enforce damages claims, although such claims will then be offset against the penalty. Should such a case arise, Mercedes-Benz UK Limited reserves the right to demand either the destruction or the return of the documentation.
- 7.5 A simple, gratuitous, and indefinite right of use is conceded to Lessee for accessories relinquished at no cost including the accompanying documentation. Lessee shall duly dispose of the hardware components according to the legal regulations at its own cost after usage has expired.

8. Small Repairs

Lessee is liable for damage caused by external sources at a repair cost of up to EUR 250.- per contractual year, even if the damage was caused by a third party. The liability of Lessee for damages he causes remains unaffected.

9. Due Diligence and Lessee's Liability

Lessee is obliged to handle the Systems carefully. Damage due to through an act, omission, negligence or any improper handling of the Systems is charged to Lessee in full, including transport and handling costs. Compliance with the following rests on Lessee:

- Securing the Systems against theft as well as unintentional or wilful damage.
- Sufficient protection of the Systems from dirt, not tampering with the marking, adhesive labels and/or protective seals.
- Avoiding the exposure of the Systems or the Systems' batteries to heat or direct sunlight.
- Not operating the Systems in the rain or on a wet surface - This will prevent short-circuits and system damage.
- Never pouring fluids over the system (water, solvents or cleaning agents, oil, etc.) or allowing foreign objects to remain in the device.
- Securing the Systems from falling, not removing the rubber bumpers.
- Always placing the Systems on a level, non-slip surface.
- Avoiding all contact with flammable vapours.
- Adhering to the minimum distance of 46 cm (18 inches) from the Systems to the floor.
- Never covering the fans of the Systems. Never opening the Systems or making structural modifications, unless there are instructions to do so from the Diagnosis User Help Desk (UHD).
- Paying attention to the instructions on using and replacing batteries in the Systems.
- Operating the touchscreen of the XENTRY Tab only with the intended stylus or with a finger if need be.
- Avoiding unnecessary pressure, tensile and torsional influences on the system.
- Unplugging the Systems and cables after each use.
- Exclusively using appropriate power sources.
- Exclusively installing approved software, hardware and accessories on the Systems.
- Generally, Lessee may not order repairs itself or have repairs performed by a repairer not authorised by Mercedes-Benz UK Limited.
- Only commercially available cleaning agents approved for IT devices may be used for cleaning.
- For the use of Systems, the obligations of Lessee stated in the "XENTRY Diagnosis system user guidelines" also apply.

10. Warranty

- 10.1 Mercedes-Benz UK Limited warrants that the Systems are free from defects at the time of risk transfer. The warranty for the Systems starts at the time of delivery (ex-works). Lessee shall send defective Systems or hardware components to Mercedes-Benz UK Limited upon request.
- 10.2 In the event that a replacement is provided, the defective System or hardware components must be promptly returned to Mercedes-Benz UK Limited upon receipt of the replacement System or hardware components. If Lessee delays returning said item(s) or does not return it/them at all, Lessee must reimburse any losses incurred as a result.. In particular, any customs charges or handling expenses due to a delayed return will be borne by Lessee.
- 10.3 Lessee is obliged to report damage and defects to the System promptly after delivery, otherwise the warranty for the System will be voided and non-applicable. The warranty shall not apply if a defect is caused by Lessee or a third party as a result of



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modification, improper use, or repair of the Systems without the consent of Mercedes-Benz UK Limited or because the Systems not been used and maintained in accordance with the 'Guidelines for XENTRY Diagnosis System Users'.

- 10.4 If damage not caused by Lessee is not rectified, or if the fault cannot be repaired or additional remedy attempts are unacceptable for Lessee, Lessee may exercise a right to terminate the Agreement.

11. Liability

- 11.1 If as a result of negligence by Mercedes-Benz UK Limited, Mercedes-Benz UK Limited is required to compensate for, then Mercedes-Benz UK Limited's liability shall be limited as follows:

The liability will arise only when there has been a breach of material contractual duties, such as those that the contract seeks to impose on Mercedes-Benz UK Limited based on its content and purpose or the fulfilment of which cannot even arise unless or until the contract is duly performed and upon which the Lessee can and should be able to routinely rely. This liability is limited to typical damages that were foreseeable at the time the contract was formed.

The personal liability of the statutory representatives, vicarious agents and plant members of Mercedes-Benz UK Limited for any damages that were caused by their simple negligence is excluded (disclaimed).

The aforementioned limitation of liability and the aforementioned liability disclaimer do not apply to damages that are attributable to the grossly negligent or intentional violation of duties on the part of Mercedes-Benz UK Limited, its statutory representative or its vicarious agent and do not apply to death, bodily injury and impairment of health.

- 11.2 Irrespective of any fault on the part of Mercedes-Benz UK Limited, Mercedes-Benz UK Limited shall remain liable for any fraudulent concealment of a defect, for the issuance of a guarantee or for a procurement risk and shall remain liable as prescribed under the Consumer Protection Act 1987.
- 11.3 Lessee must immediately report in writing or have Mercedes-Benz UK Limited record any damages and losses for which Mercedes-Benz UK Limited must provide compensation.
- 11.4 Damages claimed for reasons of trivial negligence will be statute limited to one year from the date when the act of negligence occurred.

12. Support and Service

Support and other services will be provided only if Lessee adheres to the prescribed service processes. This means that the diagnosis user help desk must be contacted when support and services are required. The instructions of the diagnosis user help desk are binding.

13. Prices/Terms of Payment

- 13.1 The prices listed in the applicable price list apply. The rental price is payable electronically upon receipt of the invoice.
- 13.2 The prices as indicated and agreed are net prices quoted without VAT, stated in British pound sterling and may in each case be increased by the amount of the VAT that is applicable or by any other indirect taxes, if neither a tax exemption nor a zero rate or reverse charge procedure is applicable. In respect thereof, the Lessee shall support Mercedes-Benz UK Limited in obtaining shipment and transport documentation in order to ensure its ability to invoice on a VAT-exempt basis for cross-border delivery of goods (e.g. DVD), provided that the other prerequisites thereto are met.
- If an exemption from statutory VAT or other indirect taxes depends on further requirements, Mercedes-Benz UK Limited may charge a respective VAT amount or VAT-deposit amount as a security, which shall be refunded without interests upon proved fulfilment of the requirements, i.e. receipt of proper documentation and proofs.
- A recipient of services, who resides the EU, shall indicate the valid VAT identification number (VAT ID no.) issued to it in its country of residence or, in cases of procurement of services by the permanent branch office, the VAT ID no. of the EU Member State for the recipient's permanent branch office.
- 13.3 The monthly rent is due and payable in advance and on the first day of the month.
- 13.4 If the System is replaced or in some way updated to the latest technical status by a new development and introduced as such by Mercedes-Benz UK Limited, Mercedes-Benz UK Limited is authorised to adjust the rent on notice at least 2 months in advance (the "Rent Adjustment Notification"). The rent may be adjusted by the same amount by which the list rental prices have been raised in comparison with the previous list rental prices. If Mercedes-Benz UK Limited demands an increase in rent, the Lessee may cancel the rental agreement on written notice within 30 days from the Rent Adjustment Notification.
- 13.5 The Lessee may offset its claims against claims by Mercedes-Benz UK Limited only if the Lessee's counterclaim is uncontested or if a legally binding title exists. This excludes counterclaims of the Lessee from the same contract of lease contract. The lessee may only assert a right of retention if related to claims arising from the same contractual relationship.

14. Taxes



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The Parties will take all measures in accordance with their respective domestic law and the Treaty on the Avoidance of Double Taxation between the Federal Republic of Germany and the United Kingdom('the Tax Treaty') to ensure a reduction of or exemption from that as the case may be, taxes might become payable in connection with these Agreement.

All taxes or duties and surcharges of any kind whatsoever in connection with payments made by the Lessee and imposed on Mercedes-Benz UK Limited by the German tax authorities shall be borne by Mercedes-Benz UK Limited. All taxes or duties and surcharges of any kind whatsoever in connection with payments made by Lessee and imposed or to be paid in the United Kingdom shall be borne by the Lessee. The preceding sentence does not apply to income taxes imposed or withheld in accordance with the domestic law and the Tax Treaty.

In case the Lessee is required to withhold taxes in accordance with the domestic law and the Tax Treaty, if any, from payments under this Agreements, the Lessee shall exercise its best efforts to attain that the payment to Mercedes-Benz UK Limited will be taxed at any reduced rate under the Tax Treaty or under domestic law at the time of payment.

In case the Lessee is required to withhold taxes from payments under this Agreement, the Lessee shall provide Mercedes-Benz UK Limited without undue delay with original tax certificate, copy of tax assessment and any other documents that evidence calculation and payment of the tax. These documents shall specify Mercedes-Benz UK Limited as taxpayer, the amount of tax paid, the tax law and the legal regulation on which such tax payment is based, the tax rate or the basis on which such rate is based, and the date of payment of the tax.

15. Assignment

Lessee may assign or delegate its rights and obligations under this Agreement only with the prior consent of Mercedes-Benz UK Limited in written form.

16. Term and Termination

- 16.1 The duration of the rental agreement shall continue indefinitely, insofar as the rental agreement has not been cancelled at the expiration of the minimum rental duration. The minimum rental duration is 42 months, after which the rental agreement is automatically extended by 12 months and can then be cancelled with a written notice served six months before the end of the respective contractual term.

Special attention is drawn to the following: If Applications and Data Content (incl. XENTRY Software), which are subject of a separate agreement, in its current form or scope (e.g. certain data packages of individual divisions) are no longer used or distributed by Mercedes-Benz UK Limited or no longer available to Mercedes-Benz UK Limited (see sec. 2.1), Mercedes-Benz UK Limited may terminate this agreement at any time on six (6) weeks' notice - even before the expiry of the minimum rental duration.

- 16.2 The rental agreement can be cancelled without notice for good cause. Mercedes-Benz UK Limited in particular can cancel the Agreement without notice if Lessee;

- is no longer part of the authorised distribution network of Mercedes-Benz UK Limited, or
- is in default of paying the rent or a considerable part of the rent for two successive due dates or is in default of the payment of a part of the rent which amounts to the rent for two months, for a period which exceeds two due dates.

- 16.3 If Mercedes-Benz UK Limited cancels the rental agreement without notice for a good cause, Mercedes-Benz UK Limited has the following rights:

- Claim for the immediate return of all relinquished Systems;
- Entitlement to the payment of depreciation compensation as per section 17.2.
- Entitlement to compensation amounting to the agreed rent for the duration of the withholding of the Systems, including the total equipment if Lessee does not return the Systems to Mercedes-Benz UK Limited after the end of this contract. In addition, any customs and handling costs in the event of the late return are to be borne by Lessee.

- 16.4 The Lessee who is entitled to sublease according to section 7.2 must provide information on termination by Mercedes-Benz UK Limited to the Sub-lessee in writing and in due time.

17. Return of the System, Contract Closure and Limitation of Claims

- 17.1 At the end of the rental agreement, the Systems shall be returned in accordance with the scope stated in the agreement directly to Mercedes-Benz AG. The Lessee shall return the delivered Systems according to the prescribed return process and take responsibility for the closure of any lease agreement., at the expense of Mercedes-Benz UK Limited.

For the avoidance of doubt, Mercedes-Benz UK Limited shall have no involvement in the return of the Systems, including the hardware, or the closure of any lease agreements. The Lessee shall deal directly with Mercedes-Benz AG in all respects relating to such matters.



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If Systems or hardware components are not returned, the Lessee shall pay Mercedes-Benz UK Limited's costs of replacement and any resulting damage caused.

- 17.2 If, at the end of the rental agreement, the Systems are deemed by Mercedes-Benz UK Limited to be in a poor condition taking into account their age and contractual use, and thereby are of lower value, Mercedes-Benz UK Limited will assess the condition, whether the Lessee breached section 9 and/or notify the Lessee of the reduced value plus VAT. If the Lessee breached its obligations noted in section 9 and caused the condition of the System to deteriorate beyond the level deemed appropriate factoring in the Systems age and contractual use, the Lessee shall re-imburse the difference to compensate Mercedes-Benz UK Limited.

It is the Lessee's sole responsibility to:

- 17.3
- a. arrange for the return of the Systems including the hardware to Mercedes-Benz AG in accordance with the terms and deadlines set out in the relevant lease agreement;
 - b. confirm with Mercedes-Benz UK that Mercedes-Benz UK has received confirmation from Mercedes-Benz AG that the hardware has been returned;
 - c. confirm with Mercedes-Benz AG that the relevant lease agreement has been formally closed; and
 - d. inform Mercedes-Benz UK that the lease agreement has closed to ensure that all invoicing by Mercedes-Benz UK in respect of the relevant lease agreement has ceased.

- 17.4 Any invoices issued in error for periods after the closure of the relevant lease agreement must be notified in writing to Mercedes-Benz UK within six (6) months of the closure date. Mercedes-Benz UK shall have no obligation to issue any credit or refund in respect of any such invoice notified after the expiry of that six (6) month period.

- 17.5 To the extent that is permitted by law, Mercedes-Benz UK shall have no liability to the Lessee in respect of any loss, costs, expense, charge, claim or demand arising from:
- a. the Lessee's failure to return the Systems, including the hardware, to Mercedes-Benz AG in accordance with the relevant lease agreement;
 - b. any delay or failure by Mercedes-Benz AG to confirm the return of the Systems including the hardware, or to close the lease agreement; or
 - c. any invoicing for periods after the closure of the relevant lease agreement where notification is made after the time limit of six (6) months.

18. Place of Performance, Place of Jurisdiction and Governing Law

The place of performance is England and Wales, and jurisdiction and venue shall lie with the courts of England and Wales. The laws of the England and Wales shall apply to the exclusion of any conflict of law rules.