



**General Terms and Conditions** regarding the Use of Applications and Data Content – provided by Mercedes-Benz UK Limited – for After-Sales (hereinafter the **“GTC”**)

**1. General provisions and service content**

- 1.1 Mercedes-Benz UK Limited furnishes applications, data content, software, updates, data storage media and other documentation for the After-Sales sector of the Mercedes-Benz and smart brands (hereinafter collectively referred to as the **“Applications and Data Content”**) in order to allow users to access those Applications and Data Content. Within the meaning of these GTC, “users” shall be all authorised service partners of the Mercedes-Benz and smart brands who have been duly authorised under this agreement to use the Applications and Data Content, as well as other companies and businesses operations that are authorised by Mercedes-Benz UK Limited under this agreement to use the same (e.g., authorised national distribution companies of the Mercedes-Benz and smart brands or independent operators).
- 1.2 The subject matter of these GTC comprises all services delivered by Mercedes-Benz UK Limited in connection with the provision of Applications and Data Content pursuant to section 1.3.
- 1.3 Currently, depending on the order placed by the user, the services provided include the Applications and Data Content XENTRY Parts Information, XENTRY WIS (incl. XENTRY Integrated Maintenance, Dynamic Wiring Diagram, Wheel Alignment Online) / XENTRY Operation Time (incl. Damage Code), XENTRY Menu Pricing (XMP), XENTRY Tips, XENTRY DSB, XENTRY Portal including the applications XENTRY Cockpit / XENTRY Offer, XENTRY Order, XENTRY Workshop, XENTRY Body&Paint, XENTRY Vehicle Detector, XENTRY Repair Packages, XENTRY Framework Diagnosis, XENTRY Com (DSD), XENTRY Book (DSD), Product Catalog, Wheel Alignment Machine and all further subfunctions of XENTRY Portal, XENTRY Update Service, and XENTRY Diagnosis Software, in all of the product versions thereof, , XENTRY Apps, including data and software updates (hereinafter the **“Updates”**) and the hardware-related “XENTRY Application and Tools” software.
- 1.4 The provision of XENTRY Parts Information, XENTRY WIS (incl. XENTRY Integrated Maintenance, Dynamic Wiring Diagram, Wheel Alignment Online) / XENTRY Operation Time (incl. Damage Code), XENTRY DSB, XENTRY Menu Pricing (XMP), XENTRY Apps, XENTRY Portal including the applications XENTRY Cockpit / XENTRY Offer, XENTRY Order, XENTRY Workshop, XENTRY Body&Paint, XENTRY Repair Packages, XENTRY Framework Diagnosis and all further subfunctions of XENTRY Portal and XENTRY Tips as well as the corresponding Updates are carried out via online access as a standard.
- 1.5 Access to the XENTRY Diagnosis Software is handled offline *via* local installations on the XENTRY Hardware or on the user’s own respective hardware. XENTRY Diagnosis Software Updates are provided via the online XENTRY Update Service.
- 1.6 Applications and Data Content have to be maintained and repaired at regular intervals and, if necessary, at short notice in order to enable the proper provision of the respective services (e.g. by installing Updates). If the Applications and Data Content are not maintained and repaired, the services may be temporarily unavailable in individual cases. Mercedes-Benz UK Limited will inform the users about planned maintenance and repair work and the expected duration in good time, usually at least 48 hours in advance.
- 1.7 The user of the Applications and Data Content shall act to ensure that the technical prerequisites for operating the Applications and Data Content in question are met. The user may review the technical prerequisites under “Connectivity Guide Retail” (in its current version as amended from time to time), which is posted on the “XENTRY Portal” (<https://xentry.mercedes-benz.com>) or on “Mercedes-Benz B2B Connect” (<https://b2bconnect.mercedes-benz.com>), under the Applications and Data Content in question.  
In connection with the use of the Applications and Data Content with increased security requirements, the user undertakes to apply the prescribed measures to increase the security of user data and applications. These include measures such as a mandatory identification process as a basis for specific access rights and multi-factor authentication during the login process. Further appropriate safeguarding measures may be implemented at any time.
- 1.8 If the user enters their free timeslots and other offerings into XENTRY Book (DSD), Mercedes-Benz UK Limited is entitled to record these and to evaluate them for statistical purposes. This applies regardless of whether the user uses the functionality in XENTRY Portal provided for this purpose (XENTRY Book (DSD) or a third-party system connected to XENTRY Book (DSD) via a technical interface (e.g. a dealer management system, capacity planning tool).
- 1.9 The information provided via the XENTRY Menu Pricing (XMP) application is used exclusively for the calculation of costs and offers. Therefore, the correct spare parts information must always be verified via the system provided for this purpose.

**2. Parties and General Terms and Conditions of Business**

- 2.1 These GTC shall apply to all users of the Applications and Data Content within the meaning of section 1. The respective current version of the GTC are available on the Internet at <https://xentry-shop.mercedes-benz.com/>. The user may also request for the current version to be sent.
- 2.2 The user’s general terms and conditions of business shall not be deemed incorporated into the parties’ contract, even if Mercedes-Benz UK Limited does not object to them.

**General Terms and Conditions** regarding the Use of Applications and Data Content – provided by Mercedes-Benz UK Limited – for After-Sales (hereinafter the “GTC”)**3. Rights of use, contractual penalties and third-party intellectual property**

3.1 The Applications and Data Content are intended for the sole use by each of the users outlined within section 1. Mercedes-Benz UK Limited grants these users a simple, non-exclusive, limited in time to the contract term, spatially restricted and non-transferable right of use for the Applications and Data Content only for its own purposes, i.e. for servicing of vehicles. The user may only exercise this right of use if the user, the vehicle, and the hardware on which the Applications and Data Content are used are physically located in the same place, typically at the user's workshop location.

The right of use of the Applications and Data Content is only valid for use in the country for which the right of use was originally acquired. Rights of use acquired in countries located in the European Union and European Free Trade Association (EFTA) countries may be used throughout the economic area of the European Union and EFTA countries only for the purposes of cross-border roadside assistance. The user shall not use or provide usage of the Applications and Data Content via any remote access.

Mercedes-Benz vehicles fitted with remote diagnosis by the manufacturer are not affected by the provision contained in preceding sentence, if the manufacturer's remote process is applied. Exceptions to section 3.1 require a separate contractual agreement.

In addition, section 3.2 remains unaffected thereby.

3.2 If the user is an authorised national distribution company for Mercedes-Benz and/or smart or other brands of Mercedes-Benz Group AG, then the user will be authorised representative obliged to grant the authorised service partners for Mercedes-Benz and/or smart or other brands of Mercedes-Benz Group AG as well as the independent operators within its territory a contractual right of use for the Applications and Data Content for their own purposes. **The authorised national distribution companies, respectively, each undertake in connection with this agreement that they will enter into relevant agreements of their own concerning the use of the Applications and Data Content. In these cases, Mercedes-Benz UK Limited shall not become the user's contractual partner.**

3.3 Notwithstanding sections 3.1 and 3.2, all other rights to the Applications and Data Content, including subsequent upgrades and enhancements thereto, shall be retained by Mercedes-Benz UK Limited or by the original software supplier.

3.4 The creation of any copies of the Applications and Data Content is strictly prohibited and the editing of the Applications and Data Content by the user or by third parties authorised by the user is strictly prohibited. This rule also applies to publications made under another name. The provided Applications allow it to display individual Data Content via the search masks. For the purpose of permanent availability, such individual Data Content may also be printed out. The user hereby undertakes that it shall use the Applications and Data Content exclusively for the purposes set out in section 3.1 of servicing customer vehicles and shall not disclose them to third parties (whether in part or in whole) or make them available to such parties. Section 3.2 shall remain unaffected thereby.

Any automated retrieval via scripts, or systematic copying or similar is not allowed. To the extent permitted by law, the user shall also impose the same obligations on its staff. Exceptions to section 3.4, e.g. Robotic Process Automation, require testing and individual approval by Mercedes-Benz UK Limited.

3.4a The transfer or access to Applications and Data Content, which the user receives from Mercedes-Benz UK Limited in the context of using the Applications and Data Content, must not be shared with third parties unless the user is obligated to use a Dealer Management System (DMS) by a separate agreement with Mercedes-Benz UK Limited.

Where the user is obligated to use a DMS, the transfer by the user or access to the Applications and Data Content provided by Mercedes-Benz UK Limited through a DMS provider (service provider) is permitted, provided the user stores these Applications and Data Content within the DMS exclusively for the purpose of setting up and maintaining this DMS.

The use of another service provider by the user is permitted if it is strictly necessary for the provision of DMS services. This shall only be applicable in instances such as if the DMS developed by the DMS provider does not include all functionalities specified by Mercedes-Benz UK Limited. The service providers commissioned by the user are not allowed to engage or subcontract further third parties. The user and their commissioned service providers are not entitled to resell the Data Content received from Mercedes-Benz UK Limited by using the Applications and Data Content or to charge a fee for their use. The user is entitled to use the Data Content exclusively within the scope of section 3.1 for servicing their customers' vehicles. Any further form of commercial use of the Data Content by the user's commissioned service providers is prohibited. The Applications and Data Content may only be used within the scope and exclusively within the internal data ecosystem of the user and solely for the provision of the commissioned service.

The user is obligated to enter into an agreement on processing on behalf with its commissioned service providers, which restricts the processing of the Data Content to the aforementioned purpose according to section 3.4a. The user must ensure that this process is transparent and that all data protection requirements, particularly regarding access and processing of personal data, are met. Mercedes-Benz UK Limited assumes no liability for the user's compliance with these obligations.



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The user must contractually obligate its service providers to conclude their own agreement on processing on behalf, which contains the same restrictions, if the service providers commissioned by the user process personal data on behalf of the user and thereby enter into a data protection relationship with each other.

The user commits to imposing the same obligations on its service providers, within the scope of legal possibilities, particularly according to sections 10 and 11, as entered into this contract.

- 3.5 Regulation 13 of the Database Regulations 1997 shall remain unaffected by section 3.4.
- 3.6 Upon request of Mercedes-Benz UK Limited, the user shall produce evidence of compliance with the rules governing the rights of use under this agreement.
- 3.7 Any data storage media, documentation and electronic copies that are no longer required must be duly destroyed in accordance with the waste disposal regulations and legislation, as amended from time to time. With respect to device and server installations, action must be taken to ensure that it is not possible for anyone to gain unauthorised access thereto.
- 3.8 The use of the Applications and Data Content will be monitored by Mercedes-Benz UK Limited. The user shall ensure that the Applications and Data Content are being used in a fashion that is typical of their usage. If the usage (e.g. an unreasonably high number of accesses to WIS documents) significantly exceeds the usual value or if there is a significant deviation from typical usage behaviour that indicates the use of Robotic Process Automation, it is presumed that the data is being systematically retrieved. In this case, a contractual penalty of GBP £5,000.00 per violation will be due to Mercedes-Benz UK Limited. This regulation applies regardless of whether the data is passed on to third parties or not.
- 3.9 In the event that the Applications and Data Content fall into the hands of third parties, whether as a result of the user or the user's employee act, omission, or negligence with or without authorisation or has through an act, omission or has intentionally or negligently failed to secure them from access to third parties, the user shall owe Mercedes-Benz UK Limited EUR 25,000.00 for each breach. The assertion of damages taking into account the contractual penalty remains unaffected.
- 3.10 If and to the extent that individual Applications and Data Content in the users offline version (e.g. in the form of a DVD) are no longer offered or made available, especially not in an updated version, the use of the respective versions of the Applications and Data Content shall no longer be permitted and must be discontinued. Any data storage media, documentations and electronic copies shall be deleted and destroyed. Section 3.7 shall apply accordingly.
- 3.11 Portions of Applications and Data Content which contain software may include components of Free and Open Source Software (hereinafter "**FOSS**"). Information about the respective FOSS components - in particular those required to be shared by the respective applying FOSS licenses, are incorporated and/or delivered by other means with the Applications and Data Content. The user takes note that FOSS licenses may apply between the right holder/s of the FOSS component and the user and that certain usage of the FOSS component requires consent of the user to the applying FOSS licenses. The user acknowledges that the software containing FOSS is not free of third party rights. Mercedes-Benz UK Limited does not confer neither expressly nor implicitly any license or patent rights concerning FOSS, unless  
as required by obligations under the FOSS license.  
If any term of this GTC is found to contradict any FOSS license governing a FOSS component incorporated into the Applications and Data Content, the FOSS licence shall prevail.
- 3.12 Insofar as the user creates vehicle images in the course of repair or maintenance and collects necessary data for this purpose, the user transfers the usage rights required for further use. Within the meaning of these GTC, vehicle images are digital photographs created by the user for the application XENTRY Vehicle Detector (XVD). Collected data includes all data collected via the XENTRY applications, including vehicle images, vehicle parts, and component stress data.

The user, as the creator of the vehicle images, grants Mercedes-Benz UK Limited the right to use these vehicle images and collected data for the following purposes:

- Training of artificial intelligence (AI)
- Analysis and statistics in order to optimize and continually improve the vehicles, the Applications and Data Content and the support
- Quality management, product monitoring, and product safety
- Control (checking) in case of suspected misuse



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The vehicle images are used by Mercedes-Benz UK Limited internally and shall not be used for the purpose of direct commercial exploitation or profit generation. Additionally, the vehicle images shall not be used for sale, granting of usage or exploitation rights, or marketing and advertising purposes.

The collected data and vehicle images are also used for quality management and product monitoring to ensure the safety and reliability of vehicle parts and components.

In case of suspected misuse, Mercedes-Benz UK Limited may review the collected data and vehicle images for control purposes in order to ensure compliance with contractual obligations regarding the applications and systems.

**4. Registration and login data**

4.1 In connection with the order processing for Applications and Data Content, the user shall forward to Mercedes-Benz UK Limited the information that is required in order to provide access to the Applications and Data Content. All information provided to Mercedes-Benz UK Limited during registration must be accurate.

4.2 Upon dispatch of the access authorization (“StartKey“, „Client Credential“ or username/password), the order will be deemed to have been accepted.

4.3 Access to the Applications and Data Content is subject to the following conditions:  
- the user must place a binding order for access authorization, and  
- when placing the order, the user must indicate the scope to which the Applications and Data Content is required.

4.4 Login data for the use of Applications and Data Content (personalized identity (User ID) and passwords) provided by Mercedes-Benz UK Limited shall only be used by authorised users according to section 1.1 and their respective authorised individual employees. The User and its employees are also responsible for maintaining the confidentiality of employee. The transfer or use of the provided login data as a group or workshop user is not permitted. Any disclosure of personal login data to third parties is prohibited, even if these belong to the authorised user group according to section 1.1. Third parties within the meaning of these GTC are all persons who are not party to this contract, including group-affiliated companies or associated companies of the user. The user is obligated to use the provided login data exclusively for the Applications and Data Content officially provided by Mercedes-Benz UK Limited for the purposes set out in section. 3.1 including servicing customer vehicles. The user must not disclose or make them or make login data accessible to third parties and must take all reasonable precautions to prevent accidental disclosure. The disclosure of login data is considered a breach of contract. The use of login data in Applications and Data Content which has not been provided by Mercedes-Benz UK Limited is prohibited (e.g. illegally purchased software). As part of product observation and to ensure data security data and accessed is monitored in order to counteract improper use.

4.5 Access to our systems using TOR network or other VPN or Proxy services, which obfuscate the technical IP address and the origin location of the access is prohibited.  
Notwithstanding, users who belong to a company with its own in-house data network are permitted to access via company-internal VPN connections and proxy servers, that are integral part of the in-house data network, as long as these do not obfuscate the user's location, which can be determined from the network protocol data, to such an extent that access from another country is simulated.

If the user uses its own in-house data network, it is necessary to have the company's own network administrator (IT department) verify whether this company network meets the technical conditions required by Mercedes-Benz UK Limited. If it is determined during this verification that these conditions cannot be met for legitimate technical reasons, an explicit exception from the aforementioned conditions must be requested via the Application Support for the affected users to prevent Mercedes-Benz UK Limited from suspension of the affected account by automatic systems which detect account misuse.

Exceptions to section. 4.5 require verification and individual approval by Mercedes-Benz UK Limited.

4.6 If a user's is deemed by Mercedes-Benz UK Limited to be in violation or suspected violation of these GTC Mercedes-Benz UK Limited is entitled to temporarily block individual or all of the user's access or products until a thorough investigation has been conducted. Furthermore, Mercedes-Benz UK Limited is entitled to immediately and permanently block the access data and the Applications and Data Content if a serious violation is confirmed after completion of the investigation. Serious violation for the purposes of clause 4.6 are classified as intentional conduct or abusive behavior. Mercedes-Benz UK Limited may at its discretion permit the user to access its produce upon submitting suitable evidence at his own expense to assist with any investigation.

4.7 The user must immediately inform Mercedes-Benz UK Limited if the user suspects or becomes aware of any violation of section 3 and 4 of these GTC.



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- 4.8 In the event a user is blocked as result of the user's actions, the user's shall continue to be obligated to pay the contractually agreed remuneration. The user is still obliged to pay the remuneration, even if the applications and data content cannot be used due to the period of time for which the user is blocked.

**5. Support for Applications and Data Content**

- 5.1 A right to claim support in the use of Applications and Data Content shall continue as long as the agreement is in force, and only where the data status is up to date. Data status for XENTRY Diagnosis Software shall be deemed up to date if one of the last two Updates provided by Mercedes-Benz UK Limited has been installed locally on the XENTRY Hardware. An updated data status for all Applications and Data Content is deemed to exist if online access to central servers is available.

- 5.2 Where Applications and Data Content are installed on the user's own hardware, the user may claim support solely relating to Mercedes-Benz UK Limited's Applications and Data Content, provided that the minimum requirements (in accordance with section 1.7) to the user's own hardware have been satisfied and where, in the user's own hardware permits online access, a standard virus scanner is active. Users of the Applications and Data Content by means of their own hardware must ensure that the virus scanner is regularly updated and that the Windows operating system is regularly updated. To the extent required in technical terms, support shall be provided for the Applications and Data Content following a recovery (data recovery, reset of system user's own hardware and systems to the status at the time of delivery), pursuant to which software and data specific to the user could be deleted. The user shall have no further rights to claim support.

- 5.3 Regular service hours for Support are from 8am to 6pm Central European Time (CET; “Service Hours”). Support requests must be submitted via the provided ticketing system and tickets will be handled and executed during the Service Hours. Outside of the Service Hours support, requests will usually not be answered or handled.

**6. Formation and alteration of contract**

- 6.1 The user shall be bound by these terms following the completion of the Order. The user hereby waives the declaration of acceptance of its order. The contract shall be formed upon activation and transmission of the access authorisation for the Applications and Data Content.

- 6.2 The Applications and Data Content are provided in the form and for as long as they are used by Mercedes-Benz UK Limited or are available to Mercedes-Benz UK Limited. Due to the constant further development of the respective systems and system landscapes, the Applications and Data Content provided may change in this respect during the period of use, whereby Mercedes-Benz UK Limited shall provide appropriate compensating measures to the users in the event of significant changes. Further claims shall be excluded.

- 6.3 Notwithstanding section 6.2, Mercedes-Benz UK Limited shall be entitled to change these GTC.

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

In all other cases, Mercedes-Benz UK Limited will inform users of the intended changes in writing with a minimum of six (6) weeks before the intended changes are to take effect. The user shall provide any objects 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 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 undertakes to inform the user of the effect of silence or non-objection when informing of the changes.

Section 8.6 shall remain unaffected by the aforementioned section 6.3.

**7. Contract term and termination**

- 7.1 With respect to Applications and Data Content with online access for the XENTRY PORTAL components XENTRY Parts Information, XENTRY WIS (incl. XENTRY Integrated Maintenance, Dynamic Wiring Diagram, Wheel Alignment Online) / XENTRY Operation Time (incl. Damage Code), XENTRY DSB, XENTRY Tips, XENTRY Menu Pricing (XMP), XENTRY Apps, Wheel Alignment Machine and to central servers, the contract has no fixed expiration date. The contract may be terminated at any time upon on a minimum of four weeks' written notice.





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- 7.2 Notwithstanding the foregoing, where the XENTRY Diagnosis Hardware is rented and purchased for the XENTRY Diagnosis Software the contract shall be supplied with a minimum term of 42 months..  
Where XENTRY Diagnosis Hardware is rented, the contract term of XENTRY Diagnosis Software will be automatically extended to cover the period where the XENTRY Diagnosis Hardware is not returned , if the rented XENTRY Hardware is not returned or not returned in a timely manner.
- 7.3 A minimum contract term of 42 months shall apply to the procurement of XENTRY Diagnosis Software on the user's own hardware (such as own laptop) if the hardware is combined with hardware components of Mercedes-Benz UK Limited (Multiplexer). The software product “XENTRY Diagnostics Open Shell” is excluded – for this software product, a contract term of 12 months shall apply which can be repeatedly extended or renewed by the user by a further 12 months each time during the entire hardware support term.  
If hardware components of Mercedes-Benz UK Limited (Multiplexer) are not in use, the contract term of 12 months shall apply.
- 7.4 Notwithstanding the foregoing, for the XENTRY Update Service the contract shall have a minimum term of 42 months on purchased retail data storages from generation "Retail Data Storage 2" or newer. The contract term shall not be automatically extended. In order to continue using the XENTRY Update Service on the Retail Data Storage, the user may extend or renew the contract in 12 months intervals for the respective fee in place at the time. The extension of the contract for the XENTRY Update Service on purchased Retail Data Storage only includes the software operation and data supply of the device including the necessary software support. The warranty for the hardware of the Retail Data Storage as well as the corresponding hardware support are explicitly not part of this contract and cannot be extended.
- Mercedes-Benz UK Limited reserves the right to refuse contract extensions for outdated Retail Data Storages that no longer meet the technical requirements of the XENTRY Update Service. In this case, the user will be required to purchase the current Retail Data Storage. The use of the XENTRY Update Service without Retail Data Storage on own hardware or XENTRY hardware shall remain unaffected thereby.
- 7.5 If Applications and Data Content in the 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 the contract may be terminated by Mercedes-Benz UK Limited on six (6) weeks written notice contrary to sections. 7.1-7.4 before the expiry of the respective contract terms.
- 7.6 The contract may be terminated without written notice by Mercedes-Benz UK Limited if there is good cause the user
- violates or attempts to violate the provisions in sections. 3 and 4 such as using, reproducing, produces or attempts to produce the Applications and Data Content without authorisation,
  - discloses the Applications and Data Content or provided login data to third parties without authorization or uses the Applications and Data Content for remote access,
  - uses provided login data in Applications and Data Content not officially provided by Mercedes-Benz UK Limited (e.g. illegally purchased software)
  - uses its own hardware or XENTRY Hardware which does not satisfy the technical requirements for operating the Applications and Data Content in question pursuant to sections. 1.7 and 5 hereof, and/or this XENTRY Hardware is no longer supported by Mercedes-Benz UK Limited,
  - discontinues its business operations with or without a successor,
  - no longer belongs to the authorised group of users within the meaning of section. 1.1 or changes role within this authorised group,
  - fails to pay the compensation when due and after receiving a dunning notice.
- 7.7 The user is advised that, after the end of this Agreement and irrespective of the grounds thereof, the user shall have no claim for a so-called “Software Freeze”.

**8. Compensation and payment**

- 8.1 The costs of the Applications and Data Content and of regular Updates (online via the XENTRY Update Service, via OneAPI or mailed on data storage media, e.g. on DVDs, Blu-Ray discs) shall be borne by the user. The costs shall be calculated in line with the price lists updated from time to time and are to be paid electronically. The costs shall be invoiced on a monthly basis unless other invoicing terms have been agreed. The applicable price lists for independent operators are uploaded to the Mercedes-Benz B2B Connect and XENTRY Shop for the user.

Unless otherwise agreed all payments shall be made at the payment date shown on the invoice (“Due Date”). Payment shall be paid electronically and shall be deemed made when it has been credited into the account quoted by Mercedes-Benz UK



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Limited. User shall promptly obtain and continuously maintain any governmental or other approvals required to make any payments to Mercedes-Benz UK Limited and settle all necessary taxes and surcharge payments.

In the event of termination of the online applications XENTRY Parts Information or XENTRY Tips by the user before the end of the already paid annual period, no (partial) refund of the paid annual fee will be made. The user is not entitled to a partial refund of the annual fee for the remaining months of the current annual period.  
All banking charges and fees shall be borne by the user.

In the event of delay in any payment, Mercedes-Benz UK Limited shall be entitled to claim damages by charging interests at a rate of 4% above the Bank of England base rate from time to time in force on the amount due for the period of delay. That amount may be increased if Mercedes-Benz UK Limited is able to prove greater damage, or reduced if user can prove that the damage is lower. Delay in payment of more than 60 days from the Due Date of the invoice will constitute a gross breach of contract.

The user must pay the agreed remuneration for the access authorisations ordered, irrespective of whether the Applications and Data Content will actually be used with the ordered number of access authorisations or not.

- 8.2 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 user 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.

- 8.3 If the user fails in a timely manner to pay the compensation owed, then it shall be deemed in default following the first written notice.
- 8.4 Mercedes-Benz UK Limited reserves the right to withhold/reduce the services, which it owes, until the user has paid its invoice and, where applicable, to terminate the contractual relationship with that user.
- 8.5 Users may exercise a right of set-off against claims of Mercedes-Benz UK Limited only if the user's counterclaim is undisputed or has been adjudicated with *res judicata* effect. The foregoing shall not apply to counterclaims of the user based on the same contract. The user may only exercise a right of retention if it is based on claims from the same contract.
- 8.6 Mercedes-Benz UK Limited reserves the right to make price changes, even within existing agreements. Mercedes-Benz UK Limited reserves the right, in its reasonable discretion, to adjust the indicated prices on an annual basis in order to take account of changes in costs. If the prices are increased, then the user will have the right to terminate the agreement on written notice within 14 days from the date it receives the change notice. After that period, the price change will be deemed to have been accepted by the user.

**9. Tax clause**

- 9.1 The Parties shall 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, as the case may be, taxes which might become payable in connection with this Agreement.
- 9.2 All taxes or duties and surcharges of any kind whatsoever in connection with payments made by the user 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 user and imposed or to be paid in the United Kingdom shall be borne by the user. The preceding sentence does not apply to income taxes imposed or withheld in accordance with the domestic law and the Tax Treaty.



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- 9.3 In case the user is required to withhold taxes in accordance with the domestic law and the Tax Treaty, if any, from payments under this Agreement, the user 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.
- 9.4 In case the user is required to withhold taxes from payments under this Agreement, the user shall provide Mercedes-Benz UK Limited without undue delay with the 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 tax payer, the amount of tax paid, the tax law and the legal regulation on which such tax payment is based, the tax rate or the amount on which such rate is based, and the date of payment of the tax.  
A copy of the documents should be sent to the following e-mail address: withholdingtax@mercedes-benz.com.
- 9.5 If the documents of the tax authority are issued in a language other than German or English, the user shall have the documents translated into German or English at its own expense at the request of Mercedes-Benz UK Limited and shall have the correctness of such translation certified either officially or by a notary public.
- 10. Security warning**
- 10.1 The user must stringently comply with all warning notices and safety-related information disclosures as well as user disclosures that are communicated in the respective Applications and Data Content. The user will be liable for any damages caused by a violation of the foregoing mandate.
- 10.2 Any subsequent supplements or developments to the delivered Applications and Data Content must be observed unconditionally.
- 10.3 The user must always keep the Applications and Data Content on an up-to-date data status Pursuant to sections. 5.1, an up-to-date data status exists.
- 11. Liability**
- 11.1 The Applications and Data Content also contain links to other Internet sites. Mercedes-Benz UK Limited would like to note that it has no influence on the structure or content of the pages to which the links are connected. Consequently, no guarantee can be given with regard to the currentness, correctness, completeness or quality of the information made available on those sites. Based on the foregoing, Mercedes-Benz UK Limited hereby distances itself from all content on these linked pages. This declaration applies to all links that are contained in Applications and Data Content and that lead to external sites and the content thereof.
- 11.2 It is the user's responsibility to check and ensure that the use of the applications and data content does not cause any damage to any workshop infrastructure. If Mercedes-Benz UK Limited provides the Applications and Data Content to the user operation in accordance with the contract, Mercedes-Benz UK Limited shall not be responsible for corresponding damages.
- 11.3 If as a result of negligence by Mercedes-Benz UK Limited, Mercedes-Benz UK Limited is required compensate for damages 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 fulfillment of which cannot even arise unless or until the contract is duly performed and upon which the user can and should be able to routinely rely. This liability is limited to typical damages that were foreseeable at the time the contract was concluded.
- The personal liability of the legal representatives, vicarious agents and employees of Mercedes-Benz UK Limited for damages caused by simple negligence is excluded.
- 11.4 The aforementioned limitation of liability and the aforementioned exclusion of liability shall not apply to damages resulting from a grossly negligent or intentional breach of duties by Mercedes-Benz UK Limited, its legal representative or its vicarious agent or in the event of death, personal injury or damage to health. In such cases, Mercedes-Benz UK Limited shall be liable in accordance with the statutory provisions.
- 11.5 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 Product Liability Act.





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- 11.6 In the event of system failures of the Applications and Data Content, Mercedes-Benz UK Limited shall not be liable for any damage (including damage due to loss of business profits, interruption of operations, loss of business or other loss of assets) unless caused by intent or gross negligence on the part of Mercedes-Benz UK Limited. Clauses 11.3, 11.4 and 11.5 shall apply mutatis mutandis.
- 11.7 Mercedes-Benz UK Limited shall also only be liable for the loss of data to the extent that the respective user has ensured by standard procedures that the data can be restored with reasonable effort. This includes in particular proper and regular data backups by the user. This does not apply where data backup is an agreed obligation of Mercedes-Benz UK Limited.
- 11.8 Provision and use of the Applications and Data Content as well as its support services may also be subject to certain restrictions, interruptions and/or inaccuracies beyond the control of Mercedes-Benz UK Limited, which might be caused in particular by force majeure events, including strikes, epidemics, lockouts, natural catastrophes, orders by the authorities, or result from technical or other measures or occurrences (e.g., lack of internet access, repairs, maintenance, software updates and enhancements) that need to be carried out on systems of Mercedes-Benz UK Limited.
- 11.9 In the event of the occurrences mentioned in clause 11.8, the service obligations of Mercedes-Benz UK Limited are temporarily suspended. In such cases, no claims for damages or other secondary claims shall arise against Mercedes-Benz UK Limited.
- 12. Compliance with applicable laws**
- 12.1 The user is obligated not to engage in any acts or omissions that could lead to criminal liability based on fraud or breach of trust, insolvency crimes, anti-competitive criminal acts, the granting of advantages or to the corruptibility of persons employed by the user or third parties. Where there have been such acts or omissions, Mercedes-Benz UK Limited will be entitled to rescind or terminate all legally consequential transactions with the user and to break off any and all dealings and negotiations.
- 12.2 Notwithstanding the foregoing, the user will be obligated to comply with all statutes and regulations impacting him and the business relationship with Mercedes-Benz UK Limited.
- 12.3 It is the user's sole responsibility to assess whether using the Applications and Data Content as provided hereunder will be in line with applicable laws and to carry out any measures needed in order to be able to use the Applications and Data Content in compliance with law.
- 12.4 The Applications and Data Content and all related documentation, information or materials may be subject to export control regulations. The user will strictly comply with all legal requirements established under these regulations and will not export, re-export, divert, transfer or disclose, directly or indirectly the Applications and Data Content, or any related technical documentation, information or materials without the prior approval of Mercedes-Benz UK Limited.
- 12.5 The User shall not sell, supply, export, licence, 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.  
The User 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. The User 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) Regulation 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.
- 12.6 The User shall use its best endeavours to ensure that the purpose of Clause 12.5 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.
- 12.7 The User shall set up and maintain an adequate monitoring mechanism to detect conduct by any third parties further down the commercial chain, including by possible resellers, that would frustrate and breach of Clause 12.5.
- 12.8 Any violation of Clauses 12.5, 12.6 and 12.7 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



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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.

- 12.9 The User shall immediately inform Mercedes-Benz UK Limited about any problems in applying Clauses 12.5, 12.6 or 12.7, including any relevant activities by third parties that could frustrate the purpose of Clause 12.5. The User shall make available to Mercedes-Benz UK Limited information concerning compliance with the obligations under Clauses 12.5, 12.6 and 12.7 within two weeks of the simple request of such information.

**13. Governing law and judicial forum**

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. The contracting parties agree to exclude the application of the uniform United Nations (UN) law of sales that is based on the UN Convention on Contracts for the International Sale of Goods of 11 April 1980.