

Knorr-Bremse Customer Portal – Terms of Use

(hereinafter the „**Terms of Use**“)

What are these Terms of Use about?

These terms tell you the rules for using the Knorr-Bremse Commercial Vehicle System's customer portal available at mytruckservices.knorr-bremse.com (hereinafter the “**webshop**”).

Who we are and how to contact us

Authorized distributors

The customer portal is an online service operated by Knorr-Bremse Systeme für Nutzfahrzeuge GmbH (hereinafter “Knorr-Bremse”) for authorized Knorr-Bremse distributors and registered Knorr-Bremse customers. You must be a commercial customer with a valid VAT ID number to be able to use the webshop.

Private customers/businesses

The customer portal is an online service operated for you by Knorr-Bremse Systeme für Nutzfahrzeuge GmbH (hereinafter referred to as “**Knorr-Bremse**”). You can register to use specific services, or use these services as a guest without registering.

You can contact us by e-mail to webshop.es@knorr-bremse.com or via your local *Knorr-Bremse customer service* <https://truckservices.knorr-bremse.com/about-us/contacts/>

You accept these terms upon initial login

By logging in for the first time and/or using our customer portal, you confirm that you accept these terms of use and agree to comply with them. Your use of our customer portal and its functions is subject to the following terms and conditions. Please read them carefully

How to register for the webshop

Authorized distributors

To activate your account, you need to complete the online registration form on our website mytruckservices.knorr-bremse.com and return it to us. To order online from our web store, you first need to complete and sign a Additional Agreement for Online Orders, in addition to your Knorr-Bremse Authorized Distributor Agreement. Once the Authorized Distributor Agreement and the Additional Agreement for Online Orders have been signed and returned, Knorr-Bremse will approve your registration and activate your account. You are then a registered customer and can use all customer portal functions, in particular the web shop.

Private customers/businesses

To activate your account, you need to complete the online registration form on our website mytruckservices.knorr-bremse.com and return it to us. Following careful review, Knorr-Bremse will approve your registration and activate your account. You are then a registered customer and can use specific customer portal functions. Guest users can use many customer portal functions without registration.

These terms may be subject to change

We reserve the right to change these terms from time to time. This applies in particular if we are required to implement regulatory requirements, if a change in case law requires us to amend a paragraph, or if market conditions in the industry have changed. The same applies if an amendment becomes necessary to eliminate any doubts regarding the interpretation of a term that may have emerged.

Keep your account details safe

To register and use the Knorr-Bremse customer portal, log in with your corporate e-mail address. This e-mail address is your user name. After submitting the registration, you will receive a confirmation email asking you to confirm your registration within 24 hours. Once your registration has been confirmed, a Knorr-Bremse employee will carefully review your registration and activate it, as appropriate. You must keep your log-in credentials confidential.

Your password must not be disclosed to a third party. You must notify us immediately at webshop.es@knorr-bremse.com if you are aware or suspect that someone other than you knows your user identification or password. You are responsible for all actions taken using your user identification and password. New passwords will be sent only to the user's e-mail address specified in the user profile. Should we have reason to assume that you failed to comply with the provisions of these terms, we reserve the right to deactivate your user identification at any time.



Authorized distributors:

Authorized distributors shall designate a staff member as the company's authorized primary user and inform Knorr-Bremse when the authorized primary user changes. The authorized distributor's primary user is responsible for setting up the user rights of the authorized distributor's other corporate users. In addition, the company's primary user is also responsible for deactivating the user rights of users who are no longer employed by the authorized distributor.

How to use materials provided by our customer portal

We are the owner or the licensee of all intellectual property rights on our web shop, and in the material published on it. These works are protected by copyright laws and treaties around the world, even if they are not expressly labeled as such. We reserve all of these rights.

You may print a copy or download excerpts of all pages of our customer portal for private use. In addition, you may make others in your company aware of the contents provided in our customer portal.

You are not permitted to modify printed or downloaded digital copies of the materials in any way. In addition, you may not use the illustrations, photographs, video or audio clips or graphics separately from any accompanying text.

Our status (and that of any identified contributors) as authors of the content provided on our website must be acknowledged.

You must not use any part of the content provided on our site for commercial purposes without first obtaining a license to do so from our licensor or from us.

Printing, copying or downloading any part of our Website in violation of these terms forfeits your right to use our website. You are required, upon our request, to either return or destroy any copies of the materials you have made.

Our customer portal may be suspended or discontinued

Our customer portal is provided free of charge. We cannot guarantee that our customer portal or any of its content will always be available or provided as an uninterrupted service. We may suspend, discontinue or limit the availability of all or specific parts of our customer portal for commercial and operational reasons. We will try to give reasonable notice of a suspension or termination of this service.

Do not rely on the information provided in our customer portal



The contents provided in our customer portal are for general informational purposes only. They are not intended as advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action based on the content on our site. Although we make reasonable efforts to update the information on our customer portal, we make no representations, warranties or guarantees, whether express or implied, as to the accuracy, completeness or up-to-datedness of its content.

No responsibility for access to the Internet or viruses

We do not warrant that our customer portal is free of bugs or viruses. You are responsible for configuring your information technology, computer programs and platform for access to our customer portal. You should use your own anti-virus software.

No responsibility for linked websites

Where our customer portal offers links to other sites and resources provided by third parties, this is for your information only. Such links may not be interpreted as approval by us of those linked websites or of the information you may obtain from them. We have no control over the contents of those sites or resources. We are therefore not liable for unlawful, incorrect or incomplete content or for damages resulting from the use of linked content.

Rules for linking to our customer portal

Linking to our customer portal requires our prior consent. We reserve the right to withdraw our consent to link to our customer portal at any time and without notice. If you wish to link to our customer portal or make any use of its contents other than that set out above, please first contact webshop.es@knorr-bremse.com.

Other terms which may apply to you

The following additional terms, which also apply to your use of our customer portal, are included by reference in these Terms of Use:

- The Knorr-Bremse *Privacy Statement* <https://mytruckservices.knorr-bremse.com/ES/es/EUR/privacyNote> for the processing of data

Authorized distributors:

- The Knorr-Bremse Authorized Distributor Agreement
- The Additional Agreement to the Knorr-Bremse Authorized Distributor Agreement for online orders
- The Knorr-Bremse policies, in particular the Warranty and Used Parts Policies

Submitting a warranty claim with Knorr-Bremse

You acknowledge and agree that, by using the warranty section of the customer portal, Knorr-Bremse has the right to review submitted warranty claims. Each submitted warranty claim is subject to the terms and conditions of the applicable Knorr-Bremse warranty policy.

Returning used parts to Knorr-Bremse

You acknowledge and agree that by using the Used Parts section of the customer portal, Knorr-Bremse is granted the right to inspect any returned used parts. All returned used parts are subject to the terms and conditions of the applicable Knorr-Bremse Used Parts Policy.

Knorr-Bremse Standard Terms of Sale and Delivery

If you are an authorized distributor, the purchase or booking of goods and/or services and/or software in our customer portal is governed by the terms and conditions of your Knorr-Bremse Authorized Distributor Agreement. If, for whatever reason, no valid Authorized Distributor Agreement is in place, all purchases are subject to the *Standard Terms of Sale and Delivery* of Knorr-Bremse https://mytruckservices.knorr-bremse.com/ES/en_GB/EUR/documentLibrary/kbdocument?text=Y128901&docCategory=&docType=&docLanguage=

In addition, the General Ordering Terms orders placed via www.mytruckservices.knorr-bremse.com shall apply.

Our responsibility for losses or damages incurred by you

Any liability for damages arising directly or indirectly from the use of this customer portal is excluded, unless otherwise dictated by law.

Governing law; severability

Any disputes arising from the use of the customer portal shall be governed by the laws of the Federal Republic of Germany, to the exclusion of the United Nations Convention on the International Sales of Goods (CISG), unless otherwise agreed by contract.

Should any provision of these Terms of Use, or any future provision included by reference, be or become invalid or unenforceable, this shall not affect the validity or enforceability of the remaining provisions of these Terms of Use.

Version: December 2021