

GENERAL TERMS AND CONDITIONS OF THE FREE AND REVOCABLE LICENCE FOR PEUGEOT DIAGNOSTIC FLOW PROCESS GRIDS



PEUGEOT

AUTOMOBILES PEUGEOT

RUEIL-MALMAISON (92500) FRANCE - 7, rue Henri Sainte-Claire Deville

Registered in the Trade and Companies Register of Paris, entry number B 552,144,503

Preamble

AUTOMOBILES PEUGEOT, hereafter called "PEUGEOT", offers Independent Repairers, hereafter called the "REPAIRER", access to technical information for the repair and maintenance of Peugeot vehicles through its <http://public.servicebox-parts.com> website.

Therefore, the REPAIRER may be granted access by PEUGEOT to the diagnostic flow process grids for Peugeot vehicles, used by the members of the selective network of Peugeot Approved Repairers to perform diagnostic services on Peugeot vehicles in the Territory, on a vehicle-by-vehicle basis, hereafter called the "Peugeot diagnostic process flow grids".

Nonetheless, pending final approval of a "robust" version of the Peugeot diagnostic flow process grids in a format that complies with CE Regulation 715/2007 of 20 June 2007 and with CE Regulation 692/2008 of 18 July 2008, hereafter called "EURO 5 format", PEUGEOT temporarily provides REPAIRERS with a "Beta test" version of the abovementioned EURO 5 diagnostic flow process grids in the previous format, free of charge, with no guarantee of any form whatsoever, or liability on the part of PEUGEOT, and subject to compliance with the General Terms and Conditions hereafter.

It is hereby specified that the term REPAIRER designates a motor vehicle repair professional located in the European Economic Area, Turkey and Switzerland, hereafter called the "Territory", i.e. a legal entity or individual:

- that is not a member of the selective network of Peugeot Approved Repairers,
- whose main activity is motor vehicle repair and maintenance,
- that uses the Peugeot diagnostic flow process grids exclusively to carry out repair and maintenance operations in the Territory,
- that has the skills and equipment required for the correct performance of these services, especially in terms of quality and safety, and
- that he and/or his personnel has successfully completed training in motor vehicle repair, as well as ongoing and regularly updated training, recognised according to the legislation applicable to the trade and by trade bodies in the sector, qualifying him to competently provide motor vehicle repair and maintenance services, including in particular Peugeot vehicles.

Any individual or legal entity failing to meet the definition set forth above shall not be entitled to subscribe to these General Terms and Conditions of Licence. The subscriber is liable to Peugeot and its legal representatives for any subscriptions made contrary to the foregoing, and is open to legal and criminal proceedings.

ARTICLE 1: PURPOSE

In accordance with these General Terms and Conditions of Licence, PEUGEOT grants the REPAIRER, free of charge, on a vehicle-by-vehicle basis, a non-exclusive, non-assignable and non-transferable licence to consult the Peugeot diagnostic flow process grids to perform diagnostic services on Peugeot vehicles in the Territory.

Free access to the Diagnostic flow process grids is temporary, pending approval of a final version in EURO 5 format.

PEUGEOT reserves the right to close this free access at any time and without notice when a "robust" version of the Peugeot Diagnostic flow process grids in EURO 5 format has been approved. In this case, the Diagnostic flow process grids in EURO 5 format will be available in the framework of the General Terms and Conditions of the Diagnostic and Repair Single Licence presented on the <http://public.servicebox-parts.com> website, at the all-inclusive price stated on the aforesaid Website.

The fact of placing an order with PEUGEOT implies full and unreserved acceptance of these General Terms and Conditions by the REPAIRER. No specific conditions may take precedence over these General Terms and Conditions of Licence, except with the formal and written agreement of PEUGEOT.

PEUGEOT reserves the right without notice to amend and update the General Terms and Conditions made available online on its website: <http://public.servicebox-parts.com> as well as all the items and products presented on the website. All such modifications shall be binding on the REPAIRER. The REPAIRER is assumed to have accepted the General Terms and Conditions of Licence presented on <http://public.servicebox-parts.com> each time he connects to the aforementioned website and/or at each use of the Peugeot Diagnostic flow process grids.

ARTICLE 2: USE OF THE DIAGNOSTIC FLOW PROCESS GRIDS

PEUGEOT grants the REPAIRER, free of charge, on a vehicle-by-vehicle basis, a non-exclusive, non-assignable and non-transferable licence to use the Peugeot Diagnostic flow process grids to perform diagnostic services on Peugeot vehicles in the Territory.

1- Authorised use

The licence thus granted by PEUGEOT to the REPAIRER includes the licence, to the exclusion of all other rights and/or usage, to consult the Peugeot Diagnostic process flow grids on the <http://public.servicebox-parts.com> website for the purposes of performing a diagnostic procedure on any Peugeot vehicle in the Territory, and detecting and identifying a possible incident by following the diagnostic procedure in the diagnostic flow process grids and according to the information pertaining to the vehicle noted by the REPAIRER himself.

The abovementioned licence for the use of the Peugeot Diagnostic flow process grids is granted to the REPAIRER for a given computer, identified when purchasing a single licence, as stipulated in Article 3 hereafter. This licence may only be used from this Computer.

You are reminded that the licence for the use of the Peugeot Diagnostic flow process grids is granted to the REPAIRER in his capacity as a motor vehicle repair professional, as it is defined in the Preamble. Consultation of the Peugeot Diagnostic flow process grids is granted on a strictly personal and exclusive basis for the purposes of diagnostic services by the REPAIRER in the Territory on a Peugeot vehicle.

2- Exclusions

The REPAIRER shall refrain from using the Peugeot Diagnostic flow process grids for any use other than the purpose specified in these General Terms and Conditions of Licence.

The REPAIRER expressly acknowledges that he has no exclusivity of any kind whatsoever, no intellectual property right or no other right whatsoever over all or part of the Peugeot Diagnostic flow process grids.

The REPAIRER shall not sell, subcontract, transfer or transmit all or part of the usage licence granted to him, and in general all or part of the Peugeot Diagnostic flow process grids, either in exchange for payment or free of charge, in any manner whatsoever or on any account whatsoever

3- Confidentiality

The REPAIRER acknowledges that all information, regardless of its form, provided on account of the General Terms and Conditions of Licence is strictly confidential and remains the exclusive property of PEUGEOT. He undertakes to treat such information as confidential and to safeguard its strictly confidential nature when using the information in applying the General Terms and Conditions of Licence. He further undertakes to safeguard PEUGEOT's ownership of said information. The aforementioned information forms an integral part of the Peugeot Diagnostic flow process grids, as well as of the licence granted by virtue of these General Terms and Conditions of Licence; it is used in accordance with them.

The REPAIRER shall not disclose all or part of the information, regardless of its form, communicated to him on account of these General Terms and Conditions of Licence, to any third party whatsoever, under any circumstances and for an unlimited period.

The REPAIRER declares that he accepts this confidentiality obligation, which is an essential obligation incumbent on him. In the event of breach of this obligation in any manner whatsoever, PEUGEOT shall have the right to immediately terminate ipso jure the Licence to use the Peugeot Diagnostic flow process grids granted to the REPAIRER, to the prejudice and detriment of the latter, and in the future to refuse him the benefits of the General Terms and Conditions of Licence, by sending a registered letter with acknowledgement of receipt, and without prejudice to all other rights and actions.

ARTICLE 3: ACCESS TO THE PEUGEOT DIAGNOSTIC FLOW PROCESS GRIDS

Free access to the Diagnostic flow process grids is temporary, pending approval of a final version in EURO 5 format.

PEUGEOT may close this free access at any time and without notice. In this case, the Diagnostic flow process grids in EURO 5 format will be available in the framework of the General Terms and Conditions of the Diagnostic and Repair Single Licence presented on the website, <http://public.servicebox-parts.com>, at the all-inclusive price stated on the aforesaid website.

The REPAIRER must create a customer account on the <http://public.servicebox-parts.com> website, by completing the form available online. THE REPAIRER undertakes to complete this identification form in full, in good faith, providing only relevant and truthful information. PEUGEOT reserves the right to permanently block access to the website without notice for any user who provides incomplete or inaccurate information.

Once the form has been verified, the REPAIRER will receive an email with his username and password to access the account. This username and password are strictly confidential and personal, and the REPAIRER undertakes to ensure they are kept secret. Therefore, the REPAIRER is liable for all use of his username and/or password and under no circumstances may PEUGEOT be held liable for any loss or damage caused by their use. The REPAIRER must also immediately inform PEUGEOT in the event of fraudulent use of his username and/or password and confirm such use in writing to PEUGEOT, sent by registered letter with acknowledgement of receipt.

ARTICLE 4: INTELLECTUAL PROPERTY RIGHTS

It is expressly agreed between the parties that the information to which the REPAIRER is granted access to by virtue of the Licence to use the Peugeot Diagnostic flow process grids is protected by the following laws and/or rules:

1. copyright law, such as, in particular for software, plans, photographs, articles, texts, drawings, animated sequences, etc.,
2. design and models rights: in particular, the designs of parts or vehicles;

3. trademark laws: in particular these are the "PEUGEOT" brand, the trademark "Lion" (the AUTOMOBILES PEUGEOT logo) and vehicle model brand names;
4. database producer rights;
5. rights related to know-how and corporate secrets, inasmuch as they represent substantial knowledge developed by PEUGEOT.

These items are the property of PEUGEOT or of third parties that authorised PEUGEOT to use them.

You are reminded that the REPAIRER is authorised to consult the Peugeot Diagnostic flow process grids on the <http://public.servicebox-parts.com> website for personal, non-exclusive, non-assignable and non-transferable use in the Territory, and for a Peugeot vehicle identified by its VIN, as stipulated in Articles 2 and 3.

The REPAIRER shall refrain from using Peugeot Diagnostic flow process grids for any use other than the purpose specified in these General Terms and Conditions of Licence and, in particular, in Articles 2 and 3 herein.

Consequently, any reproduction, representation, use, adaptation, modification, incorporation, translation or marketing outside the terms and conditions expressly specified herein, whether in whole or in part, by any process and in any medium whatsoever (paper, digital, etc.) is prohibited without PEUGEOT's prior written consent, subject to the exceptions referred to in Article L122.5 of the French Intellectual Property Code, under penalty of constituting an infringement of copyright law or of the laws relating to designs and models and/or brands, punishable by three years' imprisonment and a fine of EUR 300,000.

In particular, it is hereby specified that these General Terms and Conditions do not authorise the REPAIRER to use the information consulted for the purposes of directly or indirectly integrating it in the process of developing products and/or services marketed to a customer base comprising motor vehicle repair professionals.

ARTICLE 5: DATA PROTECTION

THE REPAIRER undertakes to complete the registration(s) and/or order and/or unlock code request forms in full, in good faith, and providing only relevant and truthful information.

The REPAIRER authorises the automatic transmission of data relative to the use of the Peugeot Diagnostic flow process grids to PEUGEOT information systems, at each connection to the Internet and/or the <http://public.servicebox-parts.com> website, and in particular of the information identifying the REPAIRER's and the User's Computer, and information on the vehicle being repaired or maintained.

The REPAIRER also authorises PEUGEOT, the companies in its Group and its service providers to save, copy, consult, use and retain the data gathered in this way, as well as data transmitted manually by the REPAIRER, even after the expiration of these terms and conditions and for any reason whatsoever.

The data will be saved in PEUGEOT information systems and held for a minimum of 10 years. PEUGEOT shall do its best to ensure the confidential nature of this data, provided that it has not been disclosed by the REPAIRER or a third party prior to this term.

As regards the personal information provided by the REPAIRER, the latter is informed that the collection of this information is used for the subscription process and for the performance of these General Terms and Conditions of Licence, for the purposes of invoicing, and for the monitoring and management of the aforementioned General Terms and Conditions of Licence. The REPAIRER has the right to access and correct this data, in accordance with the French "Data Protection" act No. 78-17 of 6 January 1978, amended by the Law of 6 August 2004. This right can be exercised at: PSA/DM/DSP/IAVP/PRSP/ATDE, 9 avenue du Marechal Juin, 92366 Meudon la Forêt Cedex.

This information is for the use of PEUGEOT, the companies in its group and its service providers and can be used as a statistical database.

ARTICLE 6: LIABILITY

1. PEUGEOT authorises the REPAIRER to consult the Peugeot Diagnostic flow process grids to perform diagnostic services on Peugeot vehicles in the Territory, without a guarantee of any kind whatsoever. The REPAIRER may not engage PEUGEOT's liability through these General Terms and Conditions, for any reason whatsoever, except where an intentional fault on the part of PEUGEOT is demonstrated.

2. It is specified that the technical information provided in the context of the use of the Peugeot Diagnostic flow process grids is drawn up by PEUGEOT on the basis of the technical knowledge currently available and is regularly updated. It is established in accordance with the current technical specifications in force. They can be modified by PEUGEOT without prior warning.

The REPAIRER is responsible for correctly updating his technical and practical skills for the maintenance and repair of Peugeot vehicles. PEUGEOT assumes no liability for any direct or indirect loss or damage that may arise from hardware errors or failure to update the system on the part of the REPAIRER.

The information thus provided is for the competent performance of maintenance and repairs on Peugeot vehicles that have not been modified. The prerequisite for carrying out the work mentioned above is to have successfully completed training in the trade of motor vehicle repair together with ongoing and regularly updated training. If the use of special tooling is specified in the information, these tools must be used to carry out the repair correctly. PEUGEOT shall not be liable for the repairs completed under any circumstances.

The REPAIRER warrants that the maintenance and repair operations completed based on the abovementioned technical information shall only be carried out by a motor vehicle repair professional, i.e. any physical person:

- whose main activity is motor vehicle repair and maintenance,
- that has the skills and equipment required for the correct performance of these services, especially in terms of quality and safety, and
- has (himself and his personnel) successfully completed training in motor vehicle repair, as well as ongoing and regularly updated training, recognised according to the legislation applicable to the trade and by trade bodies in the sector, providing the qualification to competently provide motor vehicle repair and maintenance services, including in particular Peugeot vehicles.

Some operations carried out with the Peugeot Diagnostic flow process grid require a specific motor vehicle repair professional accreditation under their country's legislation. It is the REPAIRER's responsibility, to the exclusion of PEUGEOT's responsibility, to ensure he or his employee holds the necessary legal accreditation required for said operations.

Similarly, PEUGEOT assumes no liability of any kind whatsoever, in the event of fraudulent use of the Peugeot Diagnostic flow process grid and/or the technical information provided.

3. The REPAIRER is liable for all use of the Peugeot Diagnostic flow process grid. PEUGEOT may not be held liable for any loss or damage arising from its use under any circumstances whatsoever. The REPAIRER must immediately inform PEUGEOT of any fraudulent use of the Peugeot Diagnostic flow process grid. PEUGEOT accepts no liability of any kind whatsoever for fraudulent use of this licence by a third party. Without prejudice to the stipulations of point 1 of this Article, the REPAIRER shall compensate PEUGEOT for any material damage, personal injury or consequential loss and for any other expenses incurred by PEUGEOT, or by any third parties claiming payment from PEUGEOT, arising from or on the occasion of any use of the Diagnostic flow process grids.

4. The REPAIRER shall make sure to take out adequate insurance covering the risks associated with the use of the Peugeot Diagnostic flow process grids and professional public liability with an insurance company known to be solvent.

ARTICLE 7: WEBSITE AVAILABILITY

The <http://public.servicebox-parts.com> website can normally be accessed by the REPAIRER via the Internet throughout the year, 24 hours a day, 7 days a week. This indication of availability is in no way binding upon PEUGEOT.

Please note that the Internet is an open and informal network, made up of an interconnection of computer networks on an international scale. No central body manages the Internet and each part of this network belongs to an independent public or private organisation. Its operation is based on co-operation between the operators of the various networks without there being any obligation of supply or quality of supply between operators. The networks may have unequal transmission capacities and their own particular usage policies. Nothing can guarantee the correct overall operation of the Internet. As a consequence, PEUGEOT assumes no liability or warranty in the event of poor operation of the Internet (delay in transmission or any other malfunction).

PEUGEOT reserves the right to temporarily or permanently close the <http://public.servicebox-parts.com> website without prior notice or compensation. In particular, PEUGEOT may temporarily or permanently suspend the REPAIRER's access to <http://public.servicebox-parts.com> at any time, in the event of:

- breach of the conditions of use of the website, without prejudice to all other rights and actions to the benefit of PEUGEOT,
- technical problems associated with the infrastructure set up to put the website online and its operation,
- site maintenance.

The REPAIRER uses the <http://public.servicebox-parts.com> website under his sole and entire responsibility. PEUGEOT may not be held liable for direct or indirect damages arising from the use of this website or the websites linked to it.

ARTICLE 8: PROOF

The <http://public.servicebox-parts.com> website enables data to be used and exchanged in electronic format without using a hard copy. Each party agrees not to dispute the content, reliability or conclusive nature of a document and the information that it contains solely on the basis that the document is in electronic format and not a hard copy.

By express agreement between the parties, electronic media are considered to have the same degree of reliability and the same legal value as hard copy formats, and electronic signature by one of the parties is taken to have the same legal value as the party's handwritten signature.

The computerised records held in PEUGEOT's information systems shall be retained under reasonable security conditions and considered as proof, particularly of orders placed between the parties and of operations carried out by the REPAIRER.

ARTICLE 9: TERMINATION

PEUGEOT has the option to close this free access at any time and without notice when a "robust" version of the Peugeot Diagnostic flow process grids in EURO 5 format has been approved. In this case, the Diagnostic flow process grids in EURO 5 format will be available in the framework of the General Terms and Conditions of the Diagnostic and Repair Single Licence presented on the <http://public.servicebox-parts.com> website, at the all-inclusive price stated on the aforementioned website.

PEUGEOT may immediately terminate the Licence to use the Peugeot Diagnostic flow process grids ipso jure and/or otherwise temporarily or permanently refuse the REPAIRER access to the Peugeot Diagnostic flow process grids, without formal notification by registered letter with acknowledgement of receipt, in the event the REPAIRER is in breach of any of his essential obligations, without prejudice to all other rights and actions available to PEUGEOT.

This shall apply particularly in the event of activities by the REPAIRER of a type that would materially or legally prejudice PEUGEOT and in the case of non-compliance with any one of the obligations mentioned in Articles 2, 3, 4 and 6 of these General Terms and Conditions of Licence.

Moreover, it is expressly agreed between the Parties that termination of professional motor vehicle repair activities shall ipso jure automatically result in the termination of the Licence to use the Peugeot Diagnostic flow process grids on the same date.

In the event of the termination of the Licence to use the Peugeot Diagnostic flow process grids, for any reason whatsoever, the REPAIRER undertakes to immediately cease all use of the Peugeot Diagnostic flow process grids. Furthermore, PEUGEOT shall immediately proceed to deny access to all information systems associated with the use of the Peugeot Diagnostic flow process grids, on the same date.

ARTICLE 10: TOLERANCE

The fact that PEUGEOT does not make use of any one of the provisions of these General Terms and Conditions of Licence at any given time may not be interpreted as renouncing the right to use any one of these provisions at a later date.

ARTICLE 11: ELECTION OF DOMICILE

PEUGEOT states the following address as its domicile: 75, avenue de la Grande Armée 75016 PARIS

ARTICLE 12: GOVERNING LAW - JURISDICTION

These General Terms and Conditions of Licence are governed by French law. All disputes of any kind whatsoever arising between PEUGEOT and the REPAIRER, which are not amicably resolved, shall be submitted to the exclusive jurisdiction of the Paris courts.

These General Terms and Conditions are translated into several languages. The sole authentic version for the relations between the parties is the French version.