

GENERAL TERMS AND CONDITIONS OF SALE FOR ACCESS TO TECHNICAL INFORMATION RESERVED STRICTLY FOR INDEPENDENT OPERATORS & TESTING CENTRES TO THE EXPRESS EXCLUSION OF INDIVIDUALS

RECITAL

The subscription and the access to Technical Information proposed on the Website are governed by these General Terms and Conditions of Sale as well as the applicable national and international laws and regulations.

The subscription and the access to Technical Information by the Purchaser imply unconditional acceptance by the latter of the Terms and Conditions of Sale in their latest version.

The Sellers reserve the right to modify and/or update, at any time and without prior notice, these Terms and Conditions of Sale as well as the Technical Information and the price of the packages proposed to subscription. These modifications and updates may eventually be subject to the express acceptance of a new version of the Terms and Conditions of Sale. Either way, all these modifications and updates are binding for the Purchaser at every subscription and access to Technical Information.

ARTICLE 1: Definitions

“Purchaser”: means any Independent Operator (*), Testing Centre (**), Assistance and First Aid (***) and Other Professionals (****) as defined below subscribing to Technical Information on the Website as part of its professional activity and for business purposes only. Consumers are expressly excluded from this definition of Purchaser.

(*) “Independent Operator”: means a natural or legal person, other than an authorized dealer or repairer, which is directly or indirectly involved in the repair and maintenance of vehicles as defined in Regulation (EU) 2018/858 of the European Parliament and of the Council of 30 May 2018.

(**) “Testing Centre”: means a public or private body or establishment authorized by a Member State to carry out roadworthiness tests as defined in the Commission implementing Regulation (EU) 2019/621 of 17 April 2019.

(***) « Assistance and First Aid »: means in particular fire services, police services and emergency services without this list being exhaustive.

(****) « Other Professionals »: means in particular competent authorities and companies operating fleets of vehicles manufactured by the Service Providers, without this list being exhaustive.

“Sellers”: means the manufacturers that are proposing subscriptions to their Technical Information on the Website, which means:

- Automobiles Peugeot SA, a French limited company with a capital of 172.711.770 euros, registered in the Versailles Trade and Companies Register under number 552 144 503 and whose headquarters is located in 43 Rue Jean Pierre Timbaud 78300 Poissy France, France,

- Automobiles Citroën, a French limited company with a capital of 159.000.000 euros, registered in the Versailles Trade and Companies Register under number 642 050 199 and whose headquarter is located in 43 Rue Jean Pierre Timbaud 78300 Poissy, France acting in the name and on behalf of DS Automobiles,
- Opel France SAS, a French limited company with a capital of 12 939 625 euros , registered in the Versailles Trade and Companies Register under number 342 439 320 and whose headquarter is located in 43 Rue Jean Pierre Timbaud 78300 Poissy, France acting in the name and on behalf of Opel Automobile/Vauxhall and of Chevrolet (Europe).

Each Seller offers the subscription of the Technical Information for the brands of vehicles which it manufactures and invoices in its name the price of the subscription to this Technical Information to the Purchaser.

“Technical Information”: means all Technical Documentation (*) and/or all Information for Roadworthiness PTI (**) available on the Website.

(*) “Technical Documentation”: means all technical documentation as defined in (EU) 2018/858 of the European Parliament and of the Council of 30 May 2018. It is expressly excluded from this definition the technical documentation intended to carry out roadworthiness test for periodic technical inspection.

(**) “Information for Roadworthiness PTI”: means all information for roadworthiness Periodic Technical Inspection (PTI) as defined in the Commission implementing Regulation (EU) 2019/621 of 17 April 2019.

“Terms and Conditions of Sale”: means this document.

“Website”: means the website accessible at the address <https://public.servicebox-parts.com>.

ARTICLE 2: Purpose

The purpose of these Terms and Conditions of Sale is to define the modalities and conditions of subscription and of payment of the Technical Information proposed on the Website by the Sellers to the Purchaser. The purchase of the Technical Information on the Website is subject to compliance with all these Terms and Conditions of Sale by the Purchaser.

ARTICLE 3: Subscription and access to Technical Information

3.1. Subscription process

The access to the Technical Information of the Sellers requires the creation of a personal user account on the Website by the Purchaser and the subscription by the Purchaser brand per brand to one or more of the offers made by the Sellers.

To the Technical Documentation

To subscribe to the Technical Information of vehicles branded Peugeot, Citroën, DS or of the new vehicles branded Opel and Vauxhall, on the homepage of the Website, the Purchaser clicks on the button “Order” and then on the button “Subscribe to the documentation to buy Peugeot, Citroën, DS or new Opel/Vauxhall PSA (new vehicles) technical documentation”.

By this way, the Purchaser can also subscribe only to the spare parts catalog of the vehicles mentioned above.

To subscribe to the Technical Information of old vehicles branded Opel or Vauxhall and of vehicles branded Chevrolet, on the homepage of the Website, the Purchaser clicks on the button “Order” and then on the button “Purchase Opel/Vauxhall Legacy & Chevrolet subscription”.

To the Technical Information for PTI

To subscribe to the Technical Information for Roadworthiness PTI of vehicles branded Peugeot, Citroën, DS or of the new vehicles branded Opel and Vauxhall, on the homepage of the Website, the Purchaser clicks on the button “Order” and then on the button "Roadworthiness PTI" , then choose a brand (Peugeot, Citroën, DS or Opel/Vauxhall PSA (new vehicles)) and the number of token.

The Purchaser can remove the subscription packages offered by the Sellers from his basket.

Once he has add the packages he wants to his basket, the Purchaser validates the Terms and Conditions of Sale.

Then, the system checks the information contained on the profile of the Purchaser. The Purchaser has the possibility to correct these information.

Afterwards, the Purchaser has a recap of his subscription and selects a means of payment (debit card, Visa, Eurocard, MasterCard). He is then automatically redirected to SIPS website on which he enters his bank details (card number and expiration date) via a secure server in order to proceed to the payment of his subscription.

The bank details of the Purchaser are encrypted and sent to the SIPS server, which generates an automatic payment authorization request sent to the interbank system using the BNP Paribas payment authorization server. The bank of the Purchaser authorizes or refuses the payment.

Once the bank of the Purchaser has authorized the payment, the subscription of the Purchaser is validated and he can access to it.

Once he subscribed, the Purchaser has the possibility to check the synthesis of his subscriptions by clicking, on the homepage of the Website, on the “Purchase history” button.

3.2. Access to Technical Documentation

When he subscribes to Technical Documentation, the Purchaser will have access to all the information (except the information to carry out roadworthiness tests) contained on the Website for a determined period of time depending on the package he subscribed to.

The start date and time of the package to which the Purchaser subscribed will run from the first occasion that he consults one of the Website’s charged-for sections.

Specifically, each package corresponds to the period of time for which the Purchaser has unlimited access to the Website (it does not refer to the period of time connected). For example, if the Purchaser subscribes to a one-day package today and if he logs on for the first time tomorrow at 9 o'clock, his package will be valid until the following day at 9 o'clock (local time).

3.3. Access to Information for Roadworthiness PIT

When he subscribes to Information for Roadworthiness PTI, the Purchaser will have access to the technical information, following implementing act 2019/621/UE to Directive 2014/45/EU, to carry out roadworthiness tests for each VIN query during 7 days.

The start date and time will run from the first query of the VIN.(VIN means Vehicle Identification Number).

ARTICLE 4: Prices and modalities of payment

The subscription prices for each Seller are available on the homepage of the Website:

- For vehicles branded Citroën by clicking on the buttons “Content of the site + Tariffs and payment + Contact” > “Documentation” > “Citroën”.
- For vehicles branded Peugeot by clicking on the buttons “Content of the site + Tariffs and payment + Contact” > “Documentation” > “Peugeot”.
- For vehicles branded DS by clicking on the buttons “Content of the site + Tariffs and payment + Contact” > “Documentation” > “DS”.
- For vehicles branded Opel/Vauxhall by clicking on the buttons “Content of the site + Tariffs and payment + Contact” > “Documentation” > “Opel /Vauxhall”.
- For vehicles branded Chevrolet (Europe) by clicking on the buttons “Content of the site + Tariffs and payment + Contact” > “Documentation” > “Chevrolet (Europe)”.

The prices are given in euros excluded tax. The Sellers reserve the right to modify these prices at any time. The subscription to Technical Information is sold to the Purchaser at the price in effect on the date of order by the Purchaser.

The price payable is given:

- Inclusive of French VAT at the current rate if the Purchaser is resident in France; and
- Excluded tax, if the Purchaser is resident in another member state of the European Economic Area, in Turkey or in Switzerland.

The amount due is payable inclusive of French VAT in the following cases:

- if the Purchaser does not have an Inter-community VAT code;
- if the Purchaser has not entered the Intra-community VAT code;
- if the Inter-community VAT code is incorrect;
- if the Sellers' check of the European VIES database is unsuccessful for any reason.

The Purchaser must pay in full to the Sellers the price of the subscription by credit or debit card at the time of ordering following the process described in Article 3.1 above.

In accordance with the applicable French law regulation, in the event of late payment, the Sellers should be entitled to apply the penalties consisting of the sums representing three times the French legal interest rate. Starting from the date when the payment should be made by the Purchaser, the Sellers are entitled to demand the payment of the interests. The Sellers are also entitled to obtain a fixed sum of 40 euros as compensation for recovery costs, per unpaid invoice.

ARTICLE 5: Warranty – Liability

It is hereby stated that the Technical Information appearing on the Website is drawn up by the Sellers on the basis of the technical knowledge currently available and is regularly updated. The Sellers assume no responsibility for any direct or indirect loss or damage that may result from hardware errors or lack of updates

The Purchaser is required to visit the Website regularly to benefit from the most recent updates and in all circumstances at the latest when a vehicle on which work or inspection has been carried out is delivered to the customer.

5.1. Safety instructions for Independent Operators that are repairers

The Technical Documentation offered to Purchasers that are Independent Operators and more specifically repairers are for the competent performance of maintenance and repairs on the Sellers' 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 Technical Information, this tool must be used to carry out the repair correctly. The Sellers shall not be liable for the repairs completed under any circumstances.

Only the Purchaser that is an Independent Operator can subscribe to and use the Technical Documentation that he consults on the Website for maintenance and repair operations, under the condition that those operations are carried out by an independent repairer.

The Technical Documentation contained on the Website, which is exclusively intended for Independent Operators that are repairers, may only be used by independent repairers, under their entire responsibility and to the exclusion of that of the Sellers.

5.2. Safety instructions for Testing Centre

The Information for Roadworthiness PTI offered to Purchasers that are Testing Centre are for the competent performance to carry out roadworthiness tests on the Sellers' vehicles that have not been modified. The prerequisite for carrying out the roadworthiness test is to have received the appropriate initial and refresher training or undergo appropriate examination, including in theoretical and practical elements, to be authorized by the authorities to carry out roadworthiness tests.

Only the Purchaser that is a Testing Center can subscribe to and use the Information for Roadworthiness PTI that he consults on the Website to carry out roadworthiness tests.

The Information for Roadworthiness PTI contained on the Website, which is intended exclusively for Testing Centre, may only be used by Testing Center, under their entire responsibility and to the exclusion of that of the Sellers.

ARTICLE 6: Intellectual property rights

The Purchaser is informed that Technical Information contained on the Website:

- is protected by copyright legislation in particular for the pictures, the articles, the drawings, the animated sequences and the computer programs of the Website or present on the Website;
- is protected by designs and models legislation in particular for models of vehicle appearing in the Website;
- is protected by trademark legislation in particular for trademarks and logos of the brands and logos of the Sellers of the vehicle models appearing on the Website;
- represents a substantial knowledge base developed by the Sellers.

The elements thus protected are the property of the Sellers or of third-parties having authorised the Sellers to use them.

The right granted to the Purchaser according to these Terms and Conditions of Sale when he subscribes to Technical Information is strictly limited:

- to consulting the Technical Information available on the Website and being part of the package to which he subscribes; and
- to using this Technical Information to carry out his activities on the Sellers' vehicles.

The Purchaser shall refrain from all other uses. This right is non-exclusive, non-assignable and non-transferable.

Consequently, any reproduction, use, representation, adaptation, modification, incorporation, translation, marketing, partial or total, by any means and on any medium (paper, digital, etc.), of any element of the Website is prohibited without the prior written authorisation of the Sellers except from the exceptions referred to in article L.122-6 of the French Intellectual Property Code, or else it constitutes an offence of copyright infringement and/or of designs and models and/or trademarks, punished by criminal and civil penalties provided for in the applicable legislation.

In particular, the Purchaser is prohibited from using this Technical Information for the purposes of directly or indirectly integrating it in the process of developing products and/or services. Therefore, it is hereby specified that a specific offer is available from the Sellers in the framework of a publishing licensing agreement.

ARTICLE 7: Personal data protection

Please refer to the Legal notices and General Terms and Conditions of Use

ARTICLE 8: Cookies

Please refer to the Legal notices and General Terms and Conditions of Use

ARTICLE 9: Scope of the provisions

If any provision of these Terms and Conditions of Sale is considered null and void, it will be deemed unwritten and will not invalidate the other provisions. The default for the Sellers to exercise any of the rights resulting from the Terms and Conditions of Sale does not constitute a waiver of their rights.

ARTICLE 10: Applicable law – Dispute

10.1. Applicable law

These Terms and Conditions of Sale are subject to French law.

10.2. Dispute

In the event of a dispute between the Sellers and the Purchaser about these Terms and Conditions of Sale and/or the subscription and the access to Technical Information, the parties will try to resolve it amicably.

In the absence of an amicable agreement, the dispute between the Sellers and the Purchaser will be brought before the courts of Paris.