

Terms & Conditions BOMAG TELEMATICS

The following terms and conditions apply to all products of BOMAG GmbH and its affiliated companies of the BOMAG Group (together "**BOMAG**"), which are equipped with BOMAG TELEMATICS as standard or on specific order by the buyer. Upon conclusion of a sales contract for a BOMAG product with BOMAG TELEMATICS or, at the latest, by putting the BOMAG product into operation, the buyer agrees to the following terms and conditions.

1. Applicability

a) Where the buyer is also the end-user of the respective BOMAG product, these terms and conditions are considered to be agreed between the buyer and BOMAG GmbH, regardless of whether the sales contract is being concluded between the buyer and BOMAG or the buyer and a third party. BOMAG hereby declares its agreement to the validity of these terms and conditions as between the buyer and BOMAG.

b) Where the buyer is a commercial reseller, the buyer is obliged to include these terms and conditions in an unchanged form in the respective sales contract in a suitable manner when selling the BOMAG product to a third party, so that these terms and conditions become directly effective between the third party and BOMAG GmbH.

c) These terms and conditions enter into effect upon the conclusion of the respective sales contract for the BOMAG product, into which these terms and conditions are included, and otherwise at the latest at the time when the customer becomes aware of these terms and conditions and the BOMAG product is put into operation.

d) If the buyer, who has bought the BOMAG product for the buyer's own use, subsequently sells the BOMAG product to a third party, the buyer and the third party are obliged to observe the respective legal framework for the operation of BOMAG TELEMATICS (e.g. permissibility of operation in another country). Please contact BOMAG for more information.

e) If the buyer provides the BOMAG product to third parties for their use (e.g. as a rental machine), the buyer shall inform such third parties that BOMAG TELEMATICS is installed in the BOMAG product and the buyer shall ensure that all applicable legal regulations concerning the functions of BOMAG TELEMATICS and the data processing are observed.

2. System

a) BOMAG TELEMATICS is a telematics system that can transmit certain machine data. The system consists of a hardware module installed in the machine as well as an antenna and corresponding software.

b) The hardware module has been installed in the BOMAG product as standard at the factory or at the buyer's specific order and is already activated at the factory. It transmits data to BOMAG under the conditions set out in these terms and conditions.

c) The buyer can access the transmitted machine data via the separate product BOMAG Fleet Management. This requires the conclusion of a separate agreement for the use of the data portal.

d) At the request of the buyer, the data transmission can be switched off. In this state, the module only dials into the respective radio network, but no longer transmits machine data. Alternatively, the telematics module can be permanently shut down by the BOMAG customer service. Reactivation is then no longer possible.

3. Transmitted data

a) BOMAG TELEMATICS solely transmits machine data, such as the following:

- Machine position
- Working hours
- Engine status (on/off)
- Idle times
- Operating temperatures
- Diagnostic codes

The individual types of data transmitted may differ depending on the machine type and development status. A complete list of the transmitted data can be requested from BOMAG customer service.

b) The buyer agrees to the transmission of this data to BOMAG and to its processing. BOMAG is entitled to forward this data within the BOMAG Group as well as to its authorised dealers. The buyer is aware that the buyer must conclude a separate BOMAG fleet management agreement for the buyer's own use of the data. Further information on this is available from BOMAG or from an authorised BOMAG dealer.

c) On the basis of the data transmitted by BOMAG TELEMATICS, BOMAG as well as the authorised BOMAG dealers cannot identify which particular user (in particular which employee of the buyer) uses the BOMAG product at any given time. In order to exclude the identification of users of BOMAG products equipped with BOMAG TELEMATICS as well as the connection of their identities with the transmitted data, and thus to ensure that the transmitted data does not qualify as personal data, the Buyer and BOMAG agree on the following:

- The buyer will never provide BOMAG as well as BOMAG's authorised dealers with information that could enable a connection of the identity of the product users with the machine data transmitted by BOMAG TELEMATICS.
- BOMAG as well as its authorised dealers will never request such information.
- BOMAG, the authorised BOMAG dealers as well as the buyer undertake not to establish a connection between the data transmitted by BOMAG TELEMATICS and any individual within the meaning of applicable data protection laws. An identification or establishment of the identifiability of the users of the product is expressly forbidden.
- In case of an inadvertent transmission of any personal information or an identification or the establishment of the identifiability of the users of the product, such information will be deleted immediately by BOMAG or the authorised BOMAG dealers in accordance with applicable data protection regulations.

4. Data use by BOMAG and its authorised dealers

a) BOMAG and its authorised dealers will use the machine data transmitted by BOMAG TELEMATICS for the following purposes:

- Advanced diagnostics and customer support in the event of a fault
- Continuous product improvement
- Anonymised evaluations of product usage
- Extended service offers to the buyer

b) The data will not be used by BOMAG and its authorised dealers for purposes other than those specified under a), with the exception of the execution of a contract concluded separately with the buyer for BOMAG Fleet Management. In particular, the data will not be passed on to other third parties with the exception of such third parties whose involvement is necessary for technical reasons for the operation of BOMAG TELEMATICS or for the transmission and use of the machine data according to these terms and conditions.

c) Should, contrary to the above, personal data be involved in individual cases, the following shall apply: The parties agree that with regard to the data processing of personal data the European General Data Protection Regulation ("GDPR") shall be applicable, unless mandatory legal requirements of other legislations determine otherwise.

Data processing under the GDPR is carried out for the purposes of these terms and conditions, and otherwise on the basis of legitimate interests of BOMAG.

In addition, data processing takes place according to the following

Consent of the buyer

The buyer hereby agrees to the use of the machine data by BOMAG and by authorised BOMAG dealers as set out in these terms and conditions. This declaration of consent does not affect the possibility of recourse to statutory authorisation grounds with regard to data processing. The buyer's consent is voluntary. The buyer can refuse its consent, or revoke it at any time in text form with future effect (e.g. by e-mail to datenschutz.de@BOMAG.com) without having to provide reasons. In the event of refusal or revocation of the buyer's consent, the buyer's data will not , or not any longer, be processed for the above-mentioned purposes in the future. In this case, however, the data transmission must be switched off, or the telematics module must be permanently shut down in accordance with section 2 d).

5. Data use or use of BOMAG TELEMATICS by the buyer

a) The buyer can use the transmitted data only after conclusion of a contractual agreement for BOMAG Fleet Management.

b) Under no circumstances shall the buyer be authorised to

- use BOMAG TELEMATICS in order to store or transmit infringing, defamatory or otherwise illegal or unauthorised material or to store or transmit material which violates the data protection rights of third parties,
- use BOMAG TELEMATICS to store or transmit malware,
- attempt to gain unauthorised access to BOMAG TELEMATICS,
- copy BOMAG TELEMATICS or its parts, features, functions or user interfaces,
- reverse engineer, decompile, translate, disassemble, or discover the source code or underlying ideas or algorithms of the software used for BOMAG TELEMATICS, or otherwise use the intellectual property of the developer of the software other than as permitted in these terms and conditions, or attempt to obscure or remove any copyright, trademark, or other notices appearing on any intellectual property of the developer of the software.

5. Data protection notice

The current version of the general data protection notice of BOMAG can be found on BOMAG's website at www.bomag.com and will be provided in printed form free of charge upon request.