



# eTRUCK Terms of Use of the Workshop Portal

## IDENTIFICATION OF THE CONTRACTING PARTIES

### TEXA WORKSHOP

Company name	VAT number	
Address	Postcode	Address
Town	Telephone	
Fax	Mobile telephone	
E-mail		

### TEXA DISTRIBUTOR

Company name	VAT number	
Address	Postcode	Address
Town	Telephone	
Fax	Mobile telephone	
E-mail		

FACSIMILE

## ANNUAL FEE

Situation when subscribing and/or renewing the License of use for the Workshop Portal	ANNUAL FEE
Contract valid up to 50 eTRUCK devices purchased	€ 150,00
Contract valid from 51 to 100 eTRUCK devices purchased	€ 200,00
Contract valid from 101 to 200 eTRUCK devices purchased	€ 300,00
Contract valid starting from 201 eTRUCK devices purchased	€ 400,00

The parties declare that the abovementioned information responds in full to the truth. The parties declare to have read and accept the Conditions of use of the Workshop Portal printed overleaf.

TEXA Distributor

TEXA Workshop

Accepted

Accepted

The Workshop, having read the information in Article 18 of the Terms of Agreement, gives its consent so that its data is used by TEXA S.p.A. for the purposes referred to in b) and c) and/or that it is communicated to third parties that carry out marketing and promotional activities for marketing purposes, including sending illustrative material relating to services and products.

TEXA Workshop

Accepted

The Workshop, having read the "Act of Appointment as External Head of the Processing of personal data" on page 4 of this Agreement and aware of the "Tasks of the External Head of the Processing of personal data" described in it, accepts the appointment.

TEXA Workshop

Accepted

# TERMS OF USE OF THE WORKSHOP PORTAL

## 1. PARTIES TO THIS AGREEMENT

The Parties to this Agreement are:

- The **TEXA Dealer**, i.e. the subject identified on the first page of this Agreement, which, on the strength of a valid authorised reseller and TEXA products service centre agreement signed with TEXA SpA (Italy) is authorised to sell TEXA brand products and services in accordance with the terms and conditions established therein.
- TEXA Workshop** means the vehicle repair garage and service centre identified on the first page of this Agreement, having a valid TEXPACK TRUCK Agreement and the necessary authorisations and licenses for performing such services, which, with the signing of this Agreement, accepts the conditions, constraints and obligations set out herein, and declares that it has the skills and knowledge required by the TEXA Dealer described in this Agreement and is authorised under the conditions established herein to sell, install, configure and connect the eTRUCK Device to Vehicles as well as to sell and perform the services better described below.

## 2. DEFINITIONS

**Driver Account:** it means the Driver's personal account consisting of ID and password necessary for using the App, InApp and Services

**Fleet manager Account:** it means the personal account configured by the Fleet manager through entry of Fleet Data and the Fleet ID when the eTRUCK Fleet Web Portal is installed

**App:** it means the eTRUCK application(s) for Smartphones developed by and property of TEXA, downloadable from a Platform, through which Services are made available to the Driver. The App also comprises updates, upgrades and any modification or version of the App used thereafter or downloaded from the Platform

**TEXA Contents:** it means the App, the InApp, the eTRUCK Workshop Web Portal, the eTRUCK Fleet Web Portal and subsequent updates, as well as software developed by TEXA installed in eTRUCK Devices and/or made available for installation in eTRUCK Devices or by means of publication on the site [www.texa.com/products/etruck](http://www.texa.com/products/etruck) or through Platforms

**Fleet manager Agreement:** it means the agreement between the Workshop and Fleet manager concerning delivery and installation of eTRUCK Devices in Vehicles and supply of related Services

**Tachograph:** it means the digital device installed, in accordance with legal and regulatory provisions in force from time to time, inside each Vehicle belonging to the Fleet by and under the sole responsibility of the Fleet manager and/or Driver, which records data related to driving time and distance covered by the Vehicle

**Data:** it means Tachograph Data, Vehicle Data, Fleet manager Data as well as Driver Data

**Tachograph Data:** it means data and information generated by the Tachograph installed in each Vehicle in accordance with applicable legislation in order for the Driver to display Tachograph Data on his Smartphone with the App and for the Fleet manager to display it via the eTRUCK Fleet Web Portal, the Driver must activate either the "Tachograph Plus" or "Tachograph Real Time" version of the Tachograph Option on his Smartphone, or other options available in future made available through the Platform. If the Driver has activated the "Tachograph Plus" Option, Tachograph Data are displayed on condition that (i) the eTRUCK Device and the eTACHO product are installed in the Vehicle (ii) the eTACHO product is connected to the Tachograph; (iii) the Tachograph is working properly and (iv) the Driver activated the "Tachograph Plus" Option in the App properly. With his App the Driver can display only Tachograph Data sent to the App for the period of time he kept the Tachograph Plus Option activated, and the Fleet manager can display the same Tachograph Data through the eTRUCK Fleet Web Portal. The Fleet manager can display the above Tachograph Data on condition that it followed the Tachograph Data download procedure properly. If the Driver activated the "Real Time Tachograph" Option on his Smartphone, Tachograph Data are sent to the eTRUCK Device without installation of the eTACHO product and can be displayed by him on his Smartphone with the App and by the Fleet manager through the eTRUCK Fleet Web Portal on condition that (i) the eTRUCK Device has been installed in the Vehicle and (ii) the Tachograph is configured properly for sending data via a diagnostic jack and (iii) the Driver has activated the Tachograph Option properly in the App. Tachograph Data are not made available to the Workshop in the eTRUCK Workshop Web Portal.

**Vehicle Data:** it means data and information generated by the Vehicle and recorded by the eTRUCK Device such as: gear data (e.g. speed, engine revs, braking, steering, acceleration and deceleration, use of gears), Tachograph Data, diagnostic data of systems and plants present in the Vehicle, its maintenance data with relevant maintenance dates. The type of Vehicle Data the eTRUCK Device is able to record and send depends on the settings of the Vehicle and also on the type of Services activated on the eTRUCK Device. Vehicle Data and Tachograph Data are generated respectively by the Vehicle and by the Tachograph installed in the Vehicle and are recorded by the eTRUCK Device and sent to the Driver's Smartphone, to the Fleet manager through the eTRUCK Fleet Web Portal and to the Workshop through the eTRUCK Workshop Web Portal for providing Services.

**Fleet manager Data:** it means data and information (such as phone numbers, address, data about Vehicles etc.) entered by the Fleet manager upon signing the Fleet manager Agreement, configuration of the Account and eTRUCK Fleet Web Portal for the purpose of using Services

**Driver Data:** it means data and information (such as phone numbers, address, data about Vehicles etc.) entered by the Driver for setting up his Account, configuration of the App and to be able to use the Services

**eTRUCK Device:** it means the electronic eTRUCK device produced by TEXA, which when installed and configured properly in the Vehicle by the Workshop according to installation and configuration instructions, is able to send Vehicle Data via connection with the Driver's Smartphone referring to operation and use of the Vehicle and Tachograph Data when connected to the Tachograph via the eTACHO device.

**Driver:** it means the person driving the Vehicle. Once the App is turned on, the Driver's Smartphone automatically connects to the eTRUCK Device installed in the Vehicle belonging to the Fleet used each time by the Driver and is connected to the Workshop assigned to the eTRUCK Device

**e-Tacho:** it means the device to be installed by the Workshop inside the Vehicle through which the eTRUCK Device connects to the Tachograph for sending Tachograph Data to the App and the eTRUCK Fleet Web Portal. The eTACHO device can be delivered by the Workshop to the Fleet manager when he chooses to use the Viewing Service related to Tachograph Data in accordance with the conditions of the Fleet manager Agreement

**Fleet manager:** it means the owner of the Fleet of vehicles which signed the Fleet manager Agreement in order to use the Services provided through the eTRUCK Device

**Fleet:** it means the set of Vehicles managed by the Fleet manager in which an eTRUCK Device is installed

**Fleet ID:** it means the code supplied by the Workshop to the Fleet manager upon conclusion of the Fleet manager Agreement in order to create the Fleet manager Account and preliminary sign-in at the eTRUCK Fleet Web Portal.

**Driver ID:** it means the code generated by the eTRUCK Fleet Web Portal given to each Driver by the Fleet manager for creation of each Driver Account.

**InApp:** it means the contents available with the App allowing for acquiring Services or registrations and additional contents other than contents from the App developed by and property of TEXA.

**Privacy Notice:** the privacy notice addressed to the Fleet manager available at the site [www.texa.com/products/etruck](http://www.texa.com/products/etruck)

**Tachograph Option:** it means the option present in the App through which the Driver connects his Smartphone to the Tachograph to be able to display Tachograph Data on it. There are two versions of the Tachograph Option (i) "Real Time Tachograph", enabling the user to only read Tachograph Data sent to the eTRUCK Device during the time he is driving the Vehicle; this version does not require installation of the eTACHO product and (ii) "Tachograph Plus" which can only be activated when the optional eTACHO product has been properly installed, which allows for displaying Tachograph Data during driving as well as Tachograph Data saved on the driver's card when such data are downloaded remotely. Any further versions of the Tachograph Option shall be made available through the Platform. Failure to activate the Tachograph Option will make it impossible for the Driver to display Tachograph Data with the App and the Fleet manager to do so through the eTRUCK Fleet Web Portal.

**Platform:** it means each online platform (currently Google Play Store and iTunes) where the App and InApp can be obtained.

**eTRUCK Fleet Web Portal:** it means the web portal and TEXA proprietary software with which the Fleet manager can view Vehicle Data accessible by him. A list of Data accessible by the Fleet manager via the eTRUCK Fleet Web Portal is available at the site [www.texa.com/products/etruck](http://www.texa.com/products/etruck)

**eTRUCK Workshop Portal:** it means the web portal and TEXA proprietary software with which the Workshop can view accessible Vehicle Data. The list of Data accessible by the Workshop is available at [www.texa.com/products/etruck](http://www.texa.com/products/etruck)

**Services:** it means the services performed for the Fleet manager, the Workshop and Driver through the eTRUCK Device, the App, the eTRUCK Fleet Web Portal and the eTRUCK Workshop Portal

**"Viewing Services":** these are Services which allow (i) the Driver to view Vehicle Data and Tachograph Data on his Smartphone installed, configured and connected properly to the eTRUCK Device and to the Tachograph; and (ii) the Fleet manager to view Vehicle Data and Tachograph Data via the eTRUCK Fleet Web Portal.

**"Diagnostic Services":** these are Services made available through the eTRUCK Workshop Web Portal enabling the Workshop assigned to the eTRUCK Device installed on the Vehicle to view Vehicle Data necessary for finding and reporting any malfunctions of the Vehicle and intervening remotely on the Vehicle to fix malfunctions.

**Management Services:** it means the Services enabling the Driver, the Workshop and Fleet manager to be updated on scheduled maintenance of the Vehicles.

**Smartphone:** it means an advanced telephone device compatible with the eTRUCK Device running Android™ operating system (version 5 or later) or iOS™ (version 10 or later), data traffic and satellite location system. In order for the eTRUCK Device to work the Smartphone must be connected properly with the eTRUCK Device via Bluetooth. The eTRUCK Device is not compatible with all Smartphones available in the market; prior to installation and configuration of the eTRUCK Device, the Fleet manager and/or Driver must check compatibility and coverage on the site [www.texa.com/products/etruck](http://www.texa.com/products/etruck)

**TEXA:** TEXA SpA, a company with registered office at Via 1 Maggio No. 9 Monastier di Treviso, Italy, with VAT Reg. No. and Companies Register No. 02413550266, certified email address: [texa@pec.texa.it](mailto:texa@pec.texa.it)

**Vehicles:** it means the Vehicles managed by the Fleet manager in which an eTRUCK Device is installed

**Workshop:** it means the garage which is also a dealer and installer of eTRUCK Devices

**"TEXPACK TRUCK":** it means the agreement signed by the TEXA Workshop with an authorised TEXA Dealer for issue of TEXA programmes and software updates granted under user license as specified on the Retail Price List in force.

**"Valid TEXPACK TRUCK":** situation of the TEXA Workshop with a valid TEXPACK TRUCK Agreement.

## 3. SUBJECT OF THE AGREEMENT

3.1 The subject of this Agreement is:

- appointment of the TEXA Workshop by the TEXA Dealer in order to permit the TEXA Workshop to perform the following services:
  - acquiring eTRUCK Devices from the TEXA Dealer, promoting the sale and resale of eTRUCK Devices to Fleet managers, and providing them the relevant Services for the term of this Agreement
  - installing, configuring and connecting the eTRUCK Device on Vehicles, by following the instructions and procedures given by the TEXA Dealer
  - performing all other services provided by this Agreement and any subsequent modifying and supplementary agreement, so as to ensure regular use of the Services and eTRUCK Device by the Fleet manager
- definition of the conditions of concession by the TEXA Dealer to the TEXA Workshop of creation and maintenance of the Workshop Profile on the eTRUCK WORKSHOP PORTAL for performance of the services of installation, activation and configuration of the eTRUCK Devices by the Workshop and for display and performance of Services generated by properly installed and configured eTRUCK Devices
- definition of the scopes and procedures with which the TEXA Workshop is going to handle the sale and supply of eTRUCK Devices and performance of Services.
- definition of the terms and conditions of processing the data of Fleet managers in full compliance with privacy regulations

## 4. SUPPLY OF eTRUCK DEVICES

4.1 The TEXA Dealer commits to supply eTRUCK Devices to the TEXA Workshop without ties of exclusivity, which agrees to receive and make them available to Fleet managers for the term of this Agreement under the conditions described herein.

4.2 The TEXA Workshop shall send its purchase orders to the TEXA Dealer in writing. The TEXA Dealer reserves the right to accept purchase orders within 20 working days after receipt by sending an order confirmation to the TEXA Workshop. In the event the order confirmation is not received by the above deadline, the TEXA Workshop order shall be considered rejected.

4.3 The eTRUCK Devices shall be delivered to the address specified by the TEXA Workshop in its order, by the term established in the order confirmation each time. Terms of delivery are not essential and may be changed due to productivity reasons. Owing to organisational reasons and at its sole discretion, the TEXA Dealer reserves the option of cancelling, even partially, accepted orders and delaying delivery. The Parties undertake to talk to each other to solve any problems stemming from non-delivery or late delivery of the eTRUCK Devices, it being understood that the TEXA Dealer cannot be obliged to pay the TEXA Workshop or third parties damages due to non-delivery or late delivery of products.

4.4 The eTRUCK Devices shall be delivered in the wrapping envisaged by TEXA. The terms of delivery, transport costs and any other ancillary cost shall be agreed upon by the Parties each time in the order and order confirmation.

4.5 The eTRUCK Devices shall be sold by the TEXA Dealer to the TEXA Workshop at the price shown on eTRUCK Devices Price List with a discount to be agreed upon by the TEXA Dealer and the TEXA Workshop in accordance with the terms and conditions hereof. The TEXA Dealer shall periodically say whether any changes have been made to the eTRUCK Device Price List.

4.6 The terms of payment shall be agreed upon in confirmed orders by the TEXA Dealer each time. Payments shall be made in the currency indicated in the box on the first page of this Agreement. The TEXA Workshop is committed to paying in full the price of the products supplied by the TEXA Dealer by the term specified in confirmed orders by the TEXA Dealer. The TEXA Dealer retains ownership of the eTRUCK Devices supplied in accordance herewith up until payment in full of the eTRUCK Devices by the TEXA Workshop. Up until then the eTRUCK Devices are the sole property of the TEXA Dealer.

4.7 The TEXA Workshop acknowledges and accepts that sale of the eTRUCK Device to a Fleet manager does not guarantee the TEXA Workshop any right to sell compatible Services or Services usable via the eTRUCK Device to the Fleet manager thereafter. TEXA can thus freely offer Ancillary Services as well as any other compatible or usable service with the eTRUCK Device for sale, even through third parties; the TEXA Workshop acknowledges and accepts that it shall be owed nothing by TEXA as commission, reimbursement, indemnity or any sort of compensation, including commissions, indemnity and recompense for Ancillary Services and/or related contents or other ancillary services promoted and sold by TEXA directly to or through third parties.

## 5. OBLIGATIONS OF THE TEXA WORKSHOP

5.1 The TEXA Workshop shall install, configure and connect the eTRUCK Device on Vehicles of the Fleet manager by following the instructions provided by TEXA and supply the Fleet manager the necessary information for using the eTRUCK Device properly and on ownership of it.

5.2 The TEXA Workshop declares that it has all the necessary authorisations and licenses for performing garage services and providing the Services envisaged hereunder. The TEXA Workshop also declares that it meets the Authorisation Requisites, as better described below, and will maintain them.

5.3 The TEXA Workshop declares that it has viewed and understands the technical features and the way eTRUCK Devices work as well as the Services and has a suitable organisation, the necessary technical knowledge and skills for resale and promotion of eTRUCK Devices and performance of the Services by using the eTRUCK WORKSHOP PORTAL.

5.4 The TEXA Workshop shall perform its services independently and be free to decide on tasks, timing and organisation without ties of subordination to the TEXA Dealer. The TEXA Workshop shall be required to specify while performing the service that it is an independent enterprise of the TEXA Dealer and TEXA.

5.5 The TEXA Workshop is committed to fulfilling its obligations provided by law on the subject of retail sales (registration, licences and permits) required for sale of the eTRUCK Devices and performance of the Services, and to scrupulously complying with tax legislations regulating trade.

5.6 For the duration hereof, the TEXA Workshop has the right to use the TEXA and eTRUCK marks and logos associated with the eTRUCK Devices, in accordance with the procedures provided for herein, solely for the purpose of identifying and advertising the eTRUCK Devices.

5.7 From the moment this Agreement is signed, the TEXA Workshop will meet the following requirements, and retain them for the term hereof:

- be an active company or sole proprietorship not subject to bankruptcy proceedings or encumbered by injurious events
- have adequate technological equipment such as PC, telephone and Internet connection, etc., and demonstrate adequate knowledge and technical skills for promotion, sale and installation of eTRUCK Devices and for supply of the Services
- have a valid TEXPACK TRUCK Agreement

(the "Authorisation Requisites")

5.8 The "TEXA" and/or "eTRUCK" name and mark are granted to the TEXA Workshop under a user sub-license in accordance with the terms provided herein and may be used by the TEXA Workshop solely for identification and promotion on its premises of the eTRUCK Devices in accordance with the conditions provided herein and for performance of the Services, by always clarifying that it is an Authorised Installer. The TEXA Workshop undertakes to use the above marks without altering or modifying them in any way. The "TEXA" and/or "eTRUCK" name and/or mark cannot appear in the company name of the TEXA Workshop or on any of its documents, or be registered in the Companies Register or written on the TEXA Workshop's documents in any form. Following termination of this Agreement for any reason, the TEXA Workshop cannot use or register in any manner the above marks or other hallmarks or any other trade name, company symbol or logo related to the TEXA or eTRUCK marks.

- 5.9 The TEXA Dealer may collect any material depicting the TEXA and eTRUCK mark at any time, in the event of termination of this Agreement for whatsoever reason, including if the TEXA Workshop has failed to fulfil its obligations or violated of any rule of law. In such cases the TEXA Workshop shall be forced to return the above material by no later than eight days from receipt of the request made by the TEXA Dealer.
- 5.10 The TEXA Workshop acts as an independent merchant acquiring eTRUCK Devices from the TEXA Dealer and reselling them or making them available in another manner, to the Fleet managers in its name and on its behalf, and looking after promotion in compliance with the provisions set out herein.
- 5.11 This Agreement does not give the TEXA Workshop the title of agent or representative of the TEXA Dealer and/or TEXA. The TEXA Workshop assumes no obligation or commitment on behalf of the TEXA Dealer and/or TEXA, it being understood that the conclusion and execution of this Agreement does not entail formation of any de facto company, joint venture or any other relationship not described herein.
- 5.12 If it decides to move its premises the TEXA Workshop will inform the TEXA Dealer and send it the new address in writing in advance.
- 6. SERVICES AND TERMS OF USE OF THE eTRUCK WORKSHOP PORTAL**
- 6.1 The TEXA Workshop undertakes to perform Services for the Fleet managers which installed and configured eTRUCK Devices on Vehicles. In order to provide Services to the Fleet manager, at the time of installation and configuration of the eTRUCK Device on the Vehicle or, in the event of closing or modification of the TEXA Workshop, the moment the Fleet manager contacts the new TEXA Workshop for performance of Services, the TEXA Workshop shall obtain the Sign-in Details, by matching the serial number of the device installed on the Vehicle to its license plate at the TEXA WORKSHOP PORTAL.
- 6.2 Upon the signing of this Agreement the TEXA Dealer will activate the Workshop Profile on the eTRUCK Workshop Portal, to be used by the Workshop for activating and configuring eTRUCK Devices installed on Vehicles and displaying Vehicle Data in connection with performance of Services.
- 6.3 The Workshop Profile created in the eTRUCK WORKSHOP PORTAL will allow the TEXA Workshop to make the Services available to its Fleet managers. The TEXA Workshop is aware and accepts that Vehicle Data made available via the eTRUCK WORKSHOP PORTAL may vary over time and may be temporarily suspended and/or disrupted and/or limited without considering such occurrences a defect or operating vice of the eTRUCK Device, the eTRUCK WORKSHOP PORTAL and/or their programmes.
- 6.5 The TEXA Dealer declines any responsibility for problems connected to malfunction of the eTRUCK WORKSHOP PORTAL, telephone or Internet connections. The TEXA Dealer declines any liability stemming from use of information supplied by the eTRUCK WORKSHOP PORTAL to the TEXA Workshop and concerning its reliability and/or completeness. The TEXA Workshop declares and is committed to using the information and data obtained from and provided by the eTRUCK WORKSHOP PORTAL in a responsible manner. The TEXA Workshop is also aware that such data and information may be incomplete and should be used in addition to its professional knowledge.
- 6.6 It is however understood that the TEXA Dealer and the TEXA Workshop are aware of the complexity of the eTRUCK Device, firmware, the eTRUCK WORKSHOP PORTAL and the relevant programmes and software. In addition, they are aware that technical tests of the software are often insufficient, and that software is in need of continuous implementation and improvements as time passes. At any rate, necessary upgrades of the software cannot be considered as design or manufacturing defects.
- 6.7 The TEXA Workshop is committed to obtaining at its expense the necessary hardware for the eTRUCK WORKSHOP PORTAL to work properly. The TEXA Workshop is committed to examining the information sent by the TEXA Dealer related to the technical features of the hardware and carefully following the instructions for using the eTRUCK WORKSHOP PORTAL. The costs of Internet, data and voice connectivity and traffic for using the eTRUCK WORKSHOP PORTAL and performing the Services are to be borne solely by the TEXA Workshop.
- 6.8 The TEXA Workshop is committed to reporting and describing any defects or errors found during use of the eTRUCK WORKSHOP PORTAL to the TEXA Dealer, without claiming any intellectual property right for any suggestions leading to improvements in the programme.
- 6.9 The TEXA Workshop acknowledges that any intellectual property rights related to the eTRUCK WORKSHOP PORTAL and its modifications are the exclusive property of TEXA even if any modifications are made to it following comments or suggestions received from third parties, Authorised installers included.
- 6.10 Access to the eTRUCK WORKSHOP PORTAL may be totally or partially disrupted, limited or suspended without prior notice or indemnity if the TEXA Workshop has, in the sole opinion of the TEXA Dealer and/or TEXA, acted in a manner in violation of laws and provisions in force and/or behaved improperly, for example, behave in a manner that is potentially harmful to the TEXA Dealer or TEXA.
- 6.11 Upon implementation and activation of the eTRUCK WORKSHOP PORTAL the TEXA Workshop will be required to read and accept the terms of use of the eTRUCK WORKSHOP PORTAL. Failure to accept the terms of use of the eTRUCK WORKSHOP PORTAL will make it impossible to use it.
- 6.12 Upon termination of this Agreement for any reason whatsoever the TEXA Workshop will no longer be able to access the eTRUCK WORKSHOP PORTAL, effective from the termination date.
- 7. WARRANTY AND REPAIRS UNDER WARRANTY**
- 7.1 The eTRUCK Device is guaranteed by TEXA against manufacturing and operating defects and against vices of materials and construction components for the duration of 24 months from the date of configuration and activation. This will be proven by the date of configuration and activation of the eTRUCK Device on the Vehicle by the TEXA Workshop shown in the eTRUCK WORKSHOP PORTAL.
- 7.2 The eTRUCK Device must only be used for the purpose for which it was built, and it is dangerous to use it improperly. The warranty does not apply in the event of a) installation and/or configuration and activation or repair of the eTRUCK Device by anyone other than the TEXA Workshop; b) insufficient maintenance, wear and tear caused by use, incident caused by third parties, incorrect installation of electrical parts, transformation, alteration, tampering, incorrect assembly or disassembly, improper storage, installation of the eTRUCK Device; c) software, hardware, interfaces and any other component assembled and utilised with the eTRUCK Device, but not supplied by the official TEXA assistance and sales network; d) unauthorised alterations or negligent, careless, inappropriate or non-compliant use; e) use of the eTRUCK Devices in an environment not within the ranges specified for the product; f) inadequately prepared or maintained environment of use.
- 7.3 The TEXA Workshop is required to carry out repairs or substitutions under warranty under the terms and conditions of the warranty of the eTRUCK Device specified in the preceding clause. The TEXA Workshop undertakes to verify in advance the existence of the defect claimed by the Fleet manager and the appropriateness of the same and inform the TEXA Dealer immediately in the manner provided for in Article 7.4. In order to allow the TEXA Workshop to carry out repairs and substitutions under warranty, the TEXA Dealer will supply the TEXA Workshop spare parts for replacing defective parts and related to claims covered by the warranty. On the other hand, the TEXA Workshop shall provide the necessary labour for repairs and substitutions under warranty. It is understood that the spare parts supplied by the TEXA Dealer may be new or work as though they are new. The interventions carried out for Fleet managers under warranty shall conform to the instructions received from the TEXA Dealer or TEXA. The TEXA Workshop agrees to acquire a minimum stock of spare parts of eTRUCK Devices; these stocks must be consistent with the average number of eTRUCK Devices used.
- 7.4 Operating procedure for handling the warranty on the eTRUCK Device. The TEXA Workshop must send the TEXA Dealer its request for the part to be replaced under warranty by signing-in to the products warranty management programme available at the Internet site [www.texa.com/products/etruck](http://www.texa.com/products/etruck) (or if it is not available by fax or e-mail to the number or address provided in writing) giving details on the product's serial number and the item code of the part(s) to be replaced under warranty. For the parts available at the TEXA Dealer's warehouse, delivery is guaranteed to be made within 10 working days from receipt of the order. The cost of dispatch shall be borne by the TEXA Dealer. Dispatch of the spare part shall take place in the following manner:
- the TEXA Dealer sends the part to be replaced under warranty accompanied by transport documents specifying "replacement under warranty" as reason.
  - this operation does not involve issuing an invoice
- In order to provide efficient and timely service, the TEXA Workshop shall also utilise any parts at its warehouse for replacement under warranty. In such case, the spare part sent by the TEXA Dealer will be used to replenish the stock of products at the TEXA Workshop. The TEXA Workshop shall label defective parts with a tag and keep them for at least 90 days from the date when the part under warranty was ordered. During that time at the request of the TEXA Dealer or TEXA, the TEXA Workshop is obligated to return replaced defective parts and products. It should be noted that in order to ensure uniformity of the warranty management procedure, the TEXA Dealer has also appointed TEXA, which has accepted, to handle the return and checking of defective parts and products replaced under warranty by the TEXA Workshop on behalf of the TEXA Dealer also. The TEXA Workshop is committed to returning parts and products replaced under warranty upon the TEXA Dealer or TEXA making a request in writing (even by email to the address given on the first page hereof). The cost of dispatch for return of the defective parts and products replaced under warranty shall be borne by the TEXA Workshop and the return procedure is as follows:
- the TEXA Workshop shall send the defective part or product accompanied by transport document with "return of defective product replaced and unusable" as description and "defective return under warranty" as reason.
  - this operation does not involve issuing an invoice
- Within 90 days from receipt of replaced defective parts, the TEXA Dealer or TEXA will check them and if any defect not covered by the warranty is found, in the sole opinion of TEXA, the TEXA Dealer has the right to issue an invoice for sale of the spare part.
- 8. FEE FOR ACTIVATION AND MAINTENANCE OF THE WORKSHOP PROFILE ON THE eTRUCK WORKSHOP PORTAL, INVOICING AND ADJUSTMENT OF THE FEE**
- 8.1 The TEXA Workshop agrees to pay the TEXA Dealer an annual fee for activation and maintenance of the Workshop Profile on the eTRUCK WORKSHOP PORTAL. As shown in the box on the first page of this Agreement, the annual fee "paid by instalment" varies depending on the quantity of eTRUCK Devices acquired by the last day of the month before the month of the annual renewal of this Agreement. Only the number shown in the TEXA application made available to the TEXA Dealer shall be used for calculation of the number of products installed, configured and activated. If the starting date of this Agreement does not coincide with the TEXPACK TRUCK agreement in force - same month - the first yearly fee shall be charged after it has been signed, coinciding with the first renewal of the TEXPACK TRUCK agreement.
- 8.2 The annual fee of the Workshop Profile will be invoiced by the TEXA Dealer in advance.
- 8.3 The annual fees "paid by instalment" based on the number of eTRUCK Devices acquired by the TEXA Workshop will not change for the first term of the Agreement referred to in Art. 10.1. In case of renewal for subsequent years, the TEXA Dealer reserves the right to adjust them based upon changes in the official TEXA Price List. In this case, TEXA or the TEXA Dealer shall provide the TEXA Workshop at least three months' notice prior to the annual expiry date. In the event of a disagreement, the Authorised Installer has the option of providing cancellation notice by the specified term. If the price change notice is delivered to the TEXA Workshop less than three months prior to the yearly expiry date, the TEXA Workshop has the right to cancel this Agreement without being obligated to respect the established term. If the price change notice provided to the TEXA Workshop is sent on occasion of renewal of this Agreement and/or early invoicing of the fee, the TEXA Workshop may cancel this Agreement within 7 days from receipt of the notice or invoice containing the adjusted fee.
- 8.4 The price of the annual fee does not include any taxes required by tax provisions. Payment shall be made in the currency indicated in the box on the first page of this Agreement. The TEXA Workshop is committed to duly paying the fee invoiced by the TEXA Dealer on time.
- 9. EXONERATION FROM RESPONSIBILITY**
- 9.1 The TEXA Workshop is committed to holding harmless the TEXA Dealer and TEXA by any responsibility deriving from or connected with use of the eTRUCK WORKSHOP PORTAL by the TEXA Workshop and the eTRUCK Device by the Fleet manager, including but not limited to any prejudice deriving from events caused by non-fulfilment, fortuitous cause, force majeure, acts or facts of third parties, measures of the public authorities, etc.
- 9.2 The TEXA Workshop cannot hold the TEXA Dealer or TEXA responsible for total or partial, temporary or definitive uselessness or malfunction of the eTRUCK Device or the eTRUCK WORKSHOP PORTAL for whatever cause, even for obvious or hidden vices, whether original or supervening. In all these cases and in any similar case, as well as for accidents affecting the eTRUCK Device or eTRUCK WORKSHOP PORTAL or caused by the latter to people or property of the TEXA Workshop or Fleet manager or third parties, the TEXA Workshop shall be responsible for compensation for damages suffered by the TEXA Dealer and TEXA, and be forced to hold harmless and indemnify the latter for any expenditure, charge, claim for damages the latter (TEXA Dealer and/or TEXA) incur even by way of objective liability or administrative or penal sanction.
- 10. CONDITION OF VALIDITY OF THIS AGREEMENT, TERM AND CANCELLATION**
- 10.1 This Agreement enters into force the first day of the month of commencement shown on the first page hereof and has a term of 12 months, in the event the signing date coincides with the stipulation or renewal date of the TEXPACK TRUCK agreement; otherwise the term shall be equal to that envisaged in clause 10.2 hereof. Save the provisions of Article 10.3, at the expiry date this Agreement shall be considered silently renewed for further periods of 12 months, without prejudice to the right to cancellation by either Party, to be notified at least 60 days prior to expiry by registered letter with acknowledgement of receipt or certified email.
- 10.2 If the commencement month of this Agreement does not coincide with the commencement month of the TEXPACK TRUCK agreement in force (same month) - because it was stipulated afterwards - to ensure that the expiry and renewal coincide with the expiry and renewal date of the TEXPACK TRUCK agreement in force, this Agreement shall have a term up until the first expiry date of the TEXPACK TRUCK Agreement. After the first renewal, the term shall be one year (12 months), starting from the first day of the "month of charge of the fee" (as set out on the first page hereof). In this case also, this Agreement shall be considered silently renewed for one year (12 months), and so on and so forth from year to year, unless it is cancelled by providing notice at least 60 days prior to the expiry date by registered letter with acknowledgement of receipt or certified email. Early cancellation by the TEXA Workshop with respect to the contractual expiry date does not entail return, even partial, of the fee paid for the whole period envisaged.
- 10.3 The Parties agree and establish that termination of the TEXPACK TRUCK agreement for any cause shall automatically lead to termination of this Agreement also, without the obligation of providing notice or communication between the Parties.
- 11. TERMINATION FOR JUST CAUSE**
- 11.1 In any of the following cases either Party can terminate this Agreement pursuant to Article 1456 of the Italian Civil Code without respecting any notice period by notifying the other Party by registered letter with acknowledgement of receipt or certified email:
- bankruptcy of or admission to insolvency proceedings by the other Party
  - being put in liquidation, insolvency, assets being subject to seizure or enforcement
  - appointment of a trustee or custodian of company assets
- 11.2 Without prejudice to the provisions of the preceding clause, the TEXA Dealer may also cancel this Agreement pursuant to Art. 1456 of the Italian Civil Code in any of the following cases:
- if for any reason the TEXA Workshop loses, or fails to obtain the necessary authorisations or licenses for running its business and performing the Services provided for herein
  - if for any reason the TEXA Workshop loses or fails to meet any of the Authorisation Requisites set out in Clause 5.7
  - if the TEXA Workshop ceases to be in business
  - if the TEXA Workshop uses the eTRUCK or TEXA brands in violation of the provisions of Clause 5.8
  - if the TEXA Workshop defaults on any of its obligations hereunder, not remedied in 15 days from receipt of a warning to comply
- 11.3 The TEXA Workshop acknowledges that in order to guarantee compliance with safety standards and technical adequacy for use of the eTRUCK Device, the TEXA Dealer has given an irrevocable mandate to TEXA, which has accepted, to exercise the right of termination of this Agreement as set out in the foregoing Clauses 11.1 and 11.2, on behalf of the TEXA Dealer with a copy of such communications sent to the latter also. By signing this Agreement, the Authorised Installer accepts the mandate given to TEXA for the aims of notification of termination hereof, and thus acknowledges that termination notice of this Agreement can be given by the TEXA Dealer or by TEXA on behalf of the TEXA Dealer. Thus, the TEXA Workshop acknowledges and accepts that TEXA informs the Fleet manager about termination hereof and as of now waives its right to raise any objection or dispute with the TEXA Dealer or TEXA in connection with termination of relations between the Fleet manager and the TEXA Workshop or to claim any sort of compensation, indemnity or refund from the TEXA Dealer or TEXA.
- 12. EFFECTS OF TERMINATION OF THIS AGREEMENT**
- 12.1 In the event of termination of this Agreement for any reason, the TEXA Workshop cannot ask the TEXA Dealer or TEXA for any indemnity, commission or compensation for loss of the right to sell the eTRUCK Device, for goodwill or any similar circumstance, and cannot claim loss of earnings or the cost of investments not depreciated or absorbed.
- 12.2 Immediately after termination hereof, the TEXA Workshop must remove any TEXA and eTRUCK marks on display on its premises.
- 12.3 Upon termination hereof access to the eTRUCK WORKSHOP PORTAL will remain activated for a further 30 days, after which it will be blocked automatically. The TEXA Workshop will allow personnel appointed by the TEXA Dealer or TEXA to proceed with removal of the programme.
- 12.4 After termination hereof, the TEXA Workshop must cease all activities aimed at sale, installation, configuration and connection of eTRUCK Devices in Vehicles, even if available at its warehouse and must cease providing the technical assistance service described in Article 7. Within 15 days from termination hereof, the TEXA Workshop shall send the TEXA Dealer an inventory of unsold eTRUCK Devices in stock in its warehouse. The TEXA Dealer reserves the option of purchasing the inventory of eTRUCK Devices for a price to be agreed upon between the TEXA Dealer and the Authorised Installer.
- 12.5 In order to ensure continued supply of Services related to the condition and operation of the Vehicle of the Fleet manager referred to in Article 5 hereof, the TEXA Dealer and TEXA have the right to make a list of other TEXA WORKSHOPs available to the Fleet manager for choosing another TEXA Workshop for Services on the Vehicle on which an eTRUCK Device has been properly installed, configured and connected by the TEXA Workshop whose agreement was terminated. The moment this Agreement is terminated, the Authorised Installer will assist the TEXA Dealer and TEXA by giving them a list of every Fleet manager and their full address, including Sign-in Details in

- its possession to be supplied to new authorised installers picked by Fleet managers, without obtaining any indemnity or other recompense from the TEXA Dealer or TEXA.
- 13. SELECTION OF ANOTHER TEXA WORKSHOP BY THE FLEET MANAGER**
- 13.1 The TEXA Workshop acknowledges that the TEXA Dealer and TEXA make a web platform - the eTRUCK WORKSHOP PORTAL - and a product - the eTRUCK Device - available to the TEXA Workshop to be used to view Vehicle Data of the Fleet manager it is aligned with and provide the relevant technical assistance services. It is however understood that the relationship between the Fleet manager and the TEXA Workshop related to performance of the Services is circumscribed to the sphere of competence and responsibility of the TEXA Workshop.
- 13.2 The TEXA Workshop also acknowledges that when eTRUCK Devices belong to the Fleet manager, he has the option of cutting off relations with the TEXA Workshop, at its sole discretion, and picking another authorised installer from the ones indicated by the TEXA Dealer or TEXA.
- 13.3 The TEXA Workshop cannot hold the TEXA Dealer or TEXA responsible if the Fleet manager intends to cut off its relations with the TEXA Workshop and it has no right to any refund, indemnity or any other compensation from the TEXA Dealer or TEXA.
- 13.4 If the Fleet manager informs the TEXA Workshop of its intention to end its relations with the TEXA Workshop and find another authorised installer, the TEXA Workshop undertakes to eliminate from the eTRUCK WORKSHOP PORTAL Sign-in Details referring to the Fleet manager, details on the Fleet manager and in general any connection between the serial number of the eTRUCK Device installed in the Fleet manager's Vehicle and the license plate of the Vehicle. The TEXA Workshop also agrees to give its support to the TEXA Dealer and TEXA so as to ensure continued supply of the Services to the Fleet manager by another TEXA Workshop or other authorised subject.
- 14. ASSIGNMENT OF THE AGREEMENT**
- 14.1 In the event of termination for any reason of the relationship between TEXA and the TEXA Dealer as authorised dealer and TEXA products assistance centre, the Parties irrevocably grant TEXA the right to designate another TEXA authorised dealer which will have the right to take over effective from the date of receipt of the notice by the TEXA Workshop. Rights and obligations arising prior to the takeover date remain with the previous TEXA Dealer. The TEXA Workshop as of now accepts assignment of this Agreement by the TEXA Dealer to another designated authorised dealer in compliance with the provisions of this article.
- 15. COMMUNICATIONS**
- 15.1 Any communication between the Dealer and the Workshop related to this Agreement shall be sent by registered letter, certified email, fax or email to the numbers or addresses provided on the first page.
- 16. PROCESSING OF PERSONAL DETAILS**
- 16.1 Pursuant to Art. 13 of Italian Legislative Decree 196 of 2003 (Italian Privacy Act), you are being informed that the personal details provided by the TEXA Workshop shall be processed by the TEXA Dealer and TEXA printed on paper, using information technology and telecommunications means for the following purposes:
- For statutory and contract requirements
  - For market analysis, marketing activities, statistical and more efficacious commercial management
  - For sending emails or text messages containing advertising and promotional material on future commercial initiatives and for publicising new products, services and offers, including those of third parties related to the automotive and transport fields
- With respect to the purposes set out in point a), you are obligated by law to provide your personal details, and refusing to provide them makes it impossible to execute this agreement. On the other hand, giving your personal details for the purposes described in points b) and c) is optional so we are asking for your consent (to be given on the first page) and clarify that refusing to give your consent will have no consequence on the services provided hereunder. Without prejudice to the communications and diffusions carried out for fulfilling statutory and contract obligations, your details will be communicated in Italy for the purposes specified above, to the following external persons: lending institutions and other financial intermediaries for fulfilments related to commercial relations (e.g. payments), professionals, consultants and services companies and possibly to law firms and credit collection agencies. You have the option of exercising your rights provided by Art. 7 of the above Decree 196 of 2003 by sending a request to the following email address: [privacy@texa.it](mailto:privacy@texa.it). The Data Controller is TEXA SpA, Via 1 Maggio 9, Monastier di Treviso (TV), Italy. For more information on privacy, please go to the link [www.texa.it/privacy](http://www.texa.it/privacy)
- 16.2 For configuration of the eTRUCK Device, and performance of the Services, the TEXA Workshop acknowledges that it will provide TEXA some personal details on the Fleet manager, such as the company name or vehicle ID details, for managing the Workshop portal and Fleet manager properly and that TEXA is the data controller.
- 16.3 In relation to the Fleet manager's data disclosed to TEXA, by signing this Agreement the TEXA Workshop accepts its appointment by TEXA as data processing manager limited to the Fleet manager's details the TEXA Workshop processes in order to perform the Services.
- 17. APPLICABLE LAW AND DISPUTES**
- 17.1 This Agreement is governed by the laws of Italy. For any dispute related to it the Italian judge having jurisdiction over the place where the registered office of the TEXA Dealer is located has jurisdiction.

## DEED OF APPOINTMENT AS EXTERNAL DATA PROCESSING MANAGER

**In compliance with the "Personal Data Protection Act" in accordance with and due to the effects of Articles 4, paragraph 1, letter g) and 29 of Italian Legislative Decree No. 196 of 30 June 2003 (Privacy Act')**

TEXA SpA, with registered office at via 1° Maggio, no. 9, 31050 Monastier di Treviso, with VAT reg. No. 02413550266, in the person of its legal representative in office (hereinafter referred to as "TEXA")

### Whereas

- in the framework of its activities, TEXA has developed a device called eTRUCK, installed on motor vehicles capable of sending information and data related to the vehicle via Bluetooth to telephones and third parties, such as the authorised installers appointed by TEXA Authorised Dealers based on the TEXA eTRUCK Workshop Agreement and terms of use of the eTRUCK WORKSHOP PORTAL ("**Authorised Installer Agreement**")
- on the basis of the Authorised Installer Agreement, the TEXA Workshop supplies the Fleet manager diagnostic services and routine maintenance of the vehicle (hereinafter referred to as "**Services**") since it has access to vehicle data and some personal details of the Fleet manager via the eTRUCK TEXA WORKSHOP PORTAL
- in accordance with Art. 28 of the Privacy Act, TEXA is the data controller of the personal details of the Fleet manager which shall be processed to permit the TEXA Workshop to perform the Services
- in accordance with Art. 29 of the same Act, TEXA intends to designate the installer as external data processing manager of the personal details of the Fleet manager in order to perform the Services in accordance with the responsibilities and instructions given below

### APPOINTMENTS

the TEXA Workshop, in accordance with Art. 29 of the above Act identified in detail in the Agreement in the section on IDENTIFICATION OF CONTRACTING PARTIES, as external data processing manager of the Fleet manager's details ("**Manager**"), processed by using electronic or automated instruments or with other instruments, strictly necessary for properly performing the Services connected to the Fleet manager's use of the eTRUCK Device in accordance with the Authorised Installer Agreement, to be referred to - as an integral part of this deed of appointment - for the aims of limiting the field within which to refer the responsibility of the external data processing manager.

### RESPONSIBILITIES OF THE EXTERNAL DATA PROCESSING MANAGER

As a consequence to the designation referred to in this letter of appointment, the Manager guarantees that processing of the above data shall be carried out and managed in full compliance with the requirements of the Privacy Act, as amended, in accordance with the purposes and manner provided for each processing operation necessary for performing the services provided by the Agreement.

Limited to the personal details of the Fleet manager it knows about by using the TEXA WORKSHOP PORTAL for performing the Services and to which the provisions of the Privacy Act apply, the Manager is committed to:

- processing personal details in his possession or that comes to his knowledge by fully respecting the provisions of the Privacy Act and solely for the purposes specified in this letter of appointment
- ensuring that the obligations prescribed by the Privacy Act are fulfilled properly in the manner indicated by the Data Controller
- not divulging personal details obtained in relation to performance of the Services or disclosing them to third parties, without prejudice to the Manager's obligation, when requested, to make the personal details available to the Judicial, Public Safety, Legislative and Administrative Authorities, or when required by law. As regards the data obtained and utilised the Manager shall also take the necessary measures to keep them private while performing the tasks object of this appointment
- immediately informing TEXA whenever necessary about use of the data for purposes and/or procedures that are different but compatible with the ones followed
- finding individuals (employees and collaborators) in his organisation and designating them in writing as processing delegates (Art. 30 of the Privacy Act), assigned to using the data for the above purposes, and precisely singling out the scope of processing permitted to each delegate, and giving them precise instructions on the purposes and manner of processing and overseeing their compliance with the provisions of the Privacy Act
- taking the necessary security measures for protecting the privacy, integrity and completeness of the details being processed, by following the instructions given by TEXA
- immediately informing TEXA and cooperating in case of requests from the data subjects in accordance with Art. 7 et seq. of the Privacy Act, requests for information or documents by the authorities, or during inspections or audits on the Manager's premises
- returning or destroying the Fleet manager's details in his possession in the event of:
  - revocation of this appointment by TEXA or
  - termination of the Authorised Installer Agreement for whatever reason or
  - termination of relations between the Fleet manager and the Authorised Installer for whatever reason

exceptions made for the need to keep them for fulfilling legal obligations for which the Data Controller undertakes to provide contextual attestation in writing to the Data Controller.

The appointment of the TEXA Workshop as data processing manager shall cease to have efficacy if this appointment is revoked for any reason or cause by TEXA, such as termination for any reason of the TEXA Workshop Agreement or the relationship between the TEXA Workshop and the Fleet manager, the details provided to the Manager to be processed in the context of the above agreement, including any copies of data produced by the Manager, shall be returned by the latter to TEXA or to the Authorised Dealer, if requested in writing by TEXA or destroyed if requested by the same.

TEXA declares and warrants that during the term of efficacy hereof it has fulfilled and shall fulfil all of its obligations as Data Controller, in accordance with the Privacy Act (Italian Legislative Decree No. 196 of 30 June 2003).

Not exhaustively but merely for example, as data controller, TEXA declares that it has sent:

- the obligations of providing information, in accordance with Art. 13 of the Act
- the obligation of asking the data subjects for their consent, in accordance with Art. 23 of the Act
- the obligation of notifying the Privacy Authority about processing of data indicating the geographic position of people and objects by means of electronic communication networks in accordance with Article 37, letter a) of the Act
- security obligations of the data controller in accordance with Articles 31 et seq. of the Act
- and all obligations of the Data Controller provided by the Privacy Act

The TEXA Workshop acknowledges that TEXA reserves the right to alter the list of Vehicle Data at any time without notice. Vehicle Data shall not be available when: i) the eTRUCK Device is disconnected or the Smartphone has been turned off or broken; ii) the Fleet manager has not installed the App in the Smartphone properly, or the App is not working; iii) eTRUCK and the Smartphone are not connected via Bluetooth; iv) there is no GPS signal; v) there is no reception signal of the Smartphone; vi) something is wrong with the Smartphone or the eTRUCK Device or the eTRUCK WORKSHOP PORTAL.