

1 The Service

The “ Haldex Remote Services “ comprises all software and tools used by Haldex to help, connect to and train the Customer. In order to be able to provide these services, Haldex grants the Customer the right to temporarily use the licenses that are bought by Haldex. Haldex is entitled to use every software that Haldex owns the license to.

To establish the connection, the Customer has to have a “ Haldex Remote Services “ panel or TeamViewer QS v6.X, v7.X or higher or TeamViewer v6.X, v7.X or higher.

2 Authorised users

The Customer will provide Haldex with the names of all persons and the IP addresses of their computers that are given access to a Technician of Haldex.

The Technician will provide the Customer with the names of all persons that for Haldex are given access to the computers of the Customer.

3 Liability

As the Customer follows all steps taken by the Technician, leads the Technician and can stop the connection at any time, Haldex, the Technician and TeamViewer are not liable for every damage to the Customer’s computer and the software and data on it.

Haldex, the Technician and TeamViewer are particularly not liable for every modification and configuration change on the Customer’s computer and for the loss or deletion of data on the Customer’s computer.

In case of intent or gross negligence on Haldex’ part or by its agents or assistants in performance Haldex is liable according to the provisions of applicable law; the same applies in case of breach of fundamental contract obligations. To the extent the breach of contract is unintentionally Haldex’ liability for damages shall be limited to the typically predictable damage.

Haldex’ liability for culpable damage to life, body or health as well as its liability under the Product Liability Act shall remain unaffected.

Any liability not expressly provided for above shall be disclaimed.

4 Costs

Any connection to the “ Haldex Remote Services “ service is with costs to be invoiced by Haldex.

The basic fee for any connection is EUR 30.00 and includes 10 minutes free use of the service. After these 10 minutes the fee for the service is EUR 1.50/minute.

The connection is free of charge if its purpose is to determine whether a warranty case is on hand or it is used to help a Customer in a warranty case.

5 Changes to the Terms

HALDEX EUROPE SAS reserves the right to modify these Terms from time to time at its sole discretion and without any notice. Changes to these Terms become effective on the date they are posted and the Customer’s continued use of the “ Haldex Remote Services “ after any changes to the Terms confirms the Customer’s acceptance of the amended Terms.

6 Entire agreement and confirmation of its acceptance

By transmitting its connection ID and its password the Customer confirms that it has read and understood the above Terms and that they constitute the entire agreement between the Customer and Haldex and, if applicable, with a third-party service.