

**Webasto Connect services for BlueCool Connect**  
**General Terms and Conditions of Business\***

Version July 2024

**1. Scope of application**

- 1.1 Within the Webasto Connect program ("**Webasto Connect**"), Webasto Roof & Components SE ("**Webasto**") is offering a range of services to its end-consumers ("**Customers**") for Webasto's heating and cooling business units. These General Terms and Conditions of Business ("**Terms**") apply to the use of those Webasto Connect services relating to marine cooling ("**BlueCool Connect**"). Any use of such services is exclusively governed by these Terms, and any divergences from these Terms shall only be effective if explicitly accepted by Webasto in writing. Detailed information about BlueCool Connect is available at <https://www.webasto-comfort.com/int/content/my-bluecool-connect/> ("**Marketing Website**"). The BlueCool Connect service can be reached at <https://bluecool.webasto-connect.com> ("**Application Website**") or via the BlueCool Connect phone Application ("**App**"). When referring to both Marketing Website and Application Website, they will be addressed as the "**Websites**".
- 1.2 By downloading, installing, or using the BlueCool Connect application and/or the services relating to BlueCool Connect offered via the Application Website and the App, the Customers (i) acknowledge that they have read and understood these Terms; and (c) accept these Terms and agree that they are legally bound by its regulations.

**2. Contractual partner**

- 2.1 The contractual partner of the Customer when using the BlueCool Connect services is

Webasto Roof & Components SE  
Kraillinger Str. 5  
82131 Stockdorf  
Germany  
Postfach 80, 82132 Stockdorf, Germany  
Tel.: +49 (89) 8 57 94-0  
Fax.: +49 (89) 8 57 94-4 48  
Email: [info@webasto.com](mailto:info@webasto.com)  
[www.webasto-connect.com](http://www.webasto-connect.com)

**3. Provision and functions of services within the scope of BlueCool Connect**

- 3.1 Webasto Connect is provided for Webasto's core products, such as heaters, air conditioning systems and other products belonging to Webasto's business area ("**Products**"). Customers can acquire and arrange for the installation of the Products directly from the respective authorized Webasto dealers.
- 3.2 BlueCool Connect enables a network connection of all climate systems of Webasto's climate unit series BlueCool and ensures an easy operation of all Webasto Products on

*\*Where the information in the text refers to the masculine form, this is not meant to be gender-specific, but serves solely for reasons of better legibility.*

board via smartphone, tablet or computer, including remote maintenance and software-updates.

- 3.3 BlueCool Connect and the Services related to it (as defined below) are an additional option for the respective Product and are not mandatory for its functionality or use. The Customer's legal rights vis-à-vis the authorized Webasto partner from whom the Customer originally purchased the Webasto Product shall remain unaffected by the rights granted within the scope of BlueCool Connect. The Services of BlueCool Connect are provided to the Customer via a wireless communication link to the boat in which the Product is installed.
- 3.4 In order to use the BlueCool Connect services, the Customer must have the BlueCool Connect control unit ("**Control Unit**") installed. The contract for the purchase and installation of the Products and the Control Unit will be concluded directly between the Customer and the authorized Webasto dealer. Webasto will only become a contractual partner to the Customer in relation to the BlueCool Connect services used by the Customer (see section 2 of these Terms).
- 3.5 BlueCool Connect shall be specifically restricted to the Products which will or already have been purchased from and installed by a Webasto authorized dealer. BlueCool Connect shall be valid only for the specific Product purchased by the Customer and cannot be transferred to or used for other equipment or products, including other products of the same kind belonging to other Customers. The use of BlueCool Connect services is only possible with simultaneous installation of the Control Unit (see section 3.4 of these Terms).
- 3.6 BlueCool Connect offers the following functions ("**Services**") for the Control Unit:
- a) Worldwide access via mobile network for remote monitoring and operation of the air-conditioning units, independent of distance from the boat (switching the units on and off; delayed on/off toggle; programming cooling processes individually; configuring each unit operating mode and other settings separately; simultaneous operation of multiple units).
  - b) Integrated wireless ad hoc for local operation of air-conditioning units.
  - c) Remote monitoring function (control of multiple devices in different boats; display of temperature for the cabin; ascertaining air-conditioning mains status).
  - d) Remote condition monitoring system. Secure access for technical support. Enables remote troubleshooting, software updates and real time monitoring. (Software update of the compatible air-conditioning units, based on your country location. This service may require external access to internet. It can be created via Ethernet connection and local internet router (not provided by Webasto).
  - e) Control Unit integrated content server for quick connection to Multi-Functional-Display (MFD), e.g. Garmin OneHelm.

Information on other additional Services can be viewed on the Marketing Website.3.7 The Services offered within the scope of BlueCool Connect are provided by Webasto with support from external service providers ("**Service Providers**"). In each case, however, the contract relating to the BlueCool Connect Services is concluded between Webasto and the Customer only. The Service Providers' own terms and conditions of business

shall not apply vis-à-vis the Customer. The Service Providers provide, among other things, the following Services on behalf of Webasto for the Customer:

- a) Development and provision of services for BlueCool Connect;
- b) Maintenance of the Services relating to BlueCool Connect;
- c) Customer support (second level support).

3.8 The Customer can use the BlueCool Connect Services offered for the Control Unit by downloading the BlueCool Connect App or, if the Customer has a corresponding account, via the Application Website. To use the Services, the Customer must consent to these Terms as well as the processing of his data in accordance with the data privacy policy, including the disclosure of his data to third parties like the Service Providers for the purpose of providing the BlueCool Connect Services.

3.9 The BlueCool Connect Services shall be available to the Customer for a fixed period of time, after the expiry of which the Customer must renew the BlueCool Connect Services if he wishes to continue to use the Services (see section 4 of these Terms).

3.10 **In case the Customer has created an account or is using the Application Website or App (see clause 3.8 above), it is the Customer's responsibility to remove all connections from the Control Unit to the account and the BlueCool Connect Application Website or App once the Control Unit and the Product are being transferred to a new owner (e.g., sale of the boat).**

#### **4. Prices and payments**

4.1 Prices, yearly payment terms and possible additional fees which apply in connection with BlueCool Connect can be viewed on the App or the Application Website at the time of payment. Unless stated otherwise, all prices include the respective applicable VAT. The rate of VAT will be based on the Customer's place of purchase.

4.2 Upon first use, the BlueCool Connect Services shall be offered to the Customer free of charge for a certain period of time. The length of this period can be found on the App or the Application Website. The duration of this free provision phase will begin with the activation of the receiver on the Control Unit and the automatic connection to the Internet.

4.3 The Customer will be notified two (2) weeks before the end of the free provision phase. The Customer must pay the applicable prices for BlueCool Connect via the BlueCool Connect App or the Application Website, if he wishes to continue to use the Services. Payment shall be due in advance and can be made using the payment methods indicated on the App or the Application Website. Webasto reserves the right to adjust the prices at its reasonable discretion. All price changes will take effect at the earliest 30 days after Webasto has notified the Customer thereof. The Customer's ordinary right of termination remains unaffected. Prices for additional Services will be charged separately.

4.4 As soon as the payment is completed, the Services will be activated for further use. The Customer will receive an invoice with the payment confirmation via his account on the Application Website (if available) or via e-mail.

4.5 Payment is handled on behalf of Webasto by third parties. In this context, they act as executors of the payment processing in cooperation with Service Providers such as Paypal or Stripe. In any event, the Customer's contractual partner regarding the BlueCool

Services is and shall remain Webasto and no separate contract shall be concluded between the Customer and the relevant third parties; the Customer may have to accept separate payment terms from the third parties in order to complete the payment process.

## **5. Activation and use of Webasto Connect**

- 5.1 The radio connection to the Product or the Control Unit is enabled by an eSIM/SIM card integrated in the Control Unit. The eSIM/SIM card serves only for the purpose of connectivity and does not involve a contractual relationship with the mobile operator. The Customer shall also receive a unique ID number with the Webasto Product. The device ID is used to connect the App to the device and for access via App and the Application Website.
- 5.2 Third parties, e.g. family members of the Customer, can also gain access to the Control Unit and thus the Product, provided that these third parties have created an account via the application Website or downloaded the App to their mobile phones, and the Customer, as the main user of the Services, has actively enabled these third parties to access the specific Product. The Customer can de-activate the access right of any such third party at any time. However, new users (third party users) are also added to the list of device owners and have the same rights as the first device owner (with the ability to add any further third party and/or to delete anyone from the list, including the Customer).
- 5.3 Third parties added by the Customer who do only have access to the Control Unit via wireless ad hoc (i.e. not via mobile network) do not get the same rights as the third parties mentioned in clause 5.2., e.g. they can control the BlueCool connected devices, but they cannot add or delete any third party themselves.
- 5.4 It is also possible to control several devices in different boats via the App and the Application Website. To grant access to third parties, the user having the owner rights of the Services must actively authorize and enable this third party; this authorization can also be revoked at any time.
- 5.5 The eSIM/SIM card can only be used for the purpose of using BlueCool Connect and the Services related to it. Any altering, copying, misuse or other unauthorized use of or interaction with the eSIM/SIM card is prohibited.
- 5.6 If the Customer becomes aware or has reason to believe that third parties have gained unauthorized access to the Services or the Control Unit, the Customer must inform Webasto immediately using the contact details provided on Websites or the App, so that the eSIM/SIM card can be blocked. Webasto reserves the right to terminate the contract in accordance with section 8 of these Terms if the Customer fails to adhere to these regulations.

## **6. Failure and deficiencies**

The Customer is obliged to notify Webasto without undue delay from the moment of detection of any failure or deficiencies in relation to BlueCool Connect or any of the Services. Webasto cannot be held liable for any damage or loss caused by such fault or deficiencies due to a delayed notice by the Customer, except in cases where an exclusion of liability is prohibited by way of law.

## 7. Right of revocation

7.1. If the Customer is a natural person who concludes a legal transaction mainly for purposes which are related neither to his commercial nor independent activity (consumer), the Customer has a right of revocation, in Germany according to § 312g, § 355 BGB (Bürgerliches Gesetzbuch – Civil Code of Conduct), and in other countries according to the respective applicable law there.

7.2. Right of revocation in contracts for services:

**Revocation regulation**

**Right of revocation**

You have the right to withdraw from the contract within fourteen days without giving reasons.

To make use of your right of revocation, you must expressly notify us (Webasto Roof & Components SE, Kraillinger Str. 5, 82131 Stockdorf, Germany, Email: info@webasto.com, Tel.: +49 (89) 8 57 94-0, Fax.: +49 (89) 8 57 94-4 48) in writing (e.g. via mail, fax or email) of your decision to withdraw from the contract. Such notice can also be given by using the revocation template attached to these Terms; this is, however, not mandatory.

In order to comply with the revocation period it is sufficient if you send us said revocation notice before the expiry of the revocation period.

**Consequences of the revocation**

If you have withdrawn from the contract, you will within fourteen days of receipt of your notice of withdrawal be reimbursed for any payments you have made for the use of the Services of Webasto Connect up to that time.

For the refund we will use the same payment method you originally used for the transaction, unless we have explicitly agreed otherwise with you. We will in no case charge any costs to you in relation to the refund process.

Please note:

If you have effectively revoked the contract, you will no longer have access to the Services of Webasto Connect. The purchase and installation contract for the Webasto Product and Control Unit concluded between you and the authorized Webasto dealer shall not be affected by this revocation.

**End of the revocation regulation**

7.3. The right to revocation does not apply in the following cases:

- a) contracts for the delivery of goods which have been individually designed and manufactured according to the requirements and individual specifications and needs of the Customer,
- b) contracts for the delivery of goods if these goods, by virtue of their nature, have been mixed inseparably with other goods,

- c) contracts for services for which the Customer has explicitly asked the contractor to visit him in order to conduct urgent repair and maintenance works; this does not apply to further services being performed during the visit which have been ordered explicitly by the Customer or in relation to such goods being delivered during the visit and which are needed for the repair or maintenance as spare parts.

## **8. Termination**

- 8.1 Both Webasto and the Customer are entitled to terminate the contract with immediate effect for good cause. Any notice of termination must be effected in writing. Webasto may terminate the contract extraordinarily if, i.e. but not limited to, the Customer has breached the agreed terms of the contract or, after purchasing BlueCool Connect Services, moves to a country in which Webasto cannot provide the Services.
- 8.2. Furthermore, the Customer may terminate the contract in accordance with the termination rights provided for by applicable statutory law, e.g., in particular but not limited to, in case Webasto has breached the agreed terms of the contract and does not provide the Services without valid reason, or in case of severe defects or malfunctions that are not rectified by Webasto without valid reason or that prove to be unrecoverable.
- 8.3 Upon termination of a Service or the contract as a whole, regardless of the reason for such termination, Webasto is obliged to refund the proportion of the costs already paid which the Customer will not use anymore as of the day the termination becomes effective. The Customer is obliged to pay all costs and fees, if still outstanding, in connection with BlueCool Connect and the Services until the termination becomes effective. In case of a termination for cause by Webasto due to a breach of the contractual conditions by the Customer, Webasto will not be obliged to refund the prices already paid by the Customer in advance.

## **9. Warranty rights; Updates**

- 9.1 Unless longer warranty periods are determined by applicable mandatory law, the warranty period starts with the first-time provision of the Services and ends after 24 months, or, in case of a long-term provision of the Services, 12 months after the provision of the Services has ended. In case of a defect within the warranty period, the period does not end earlier than 4 (four) months after the defect first appeared. In case of updates, section 9.3 applies.
- 9.2. In case of a defect, the Customer is entitled to the warranty rights stipulated by applicable law. The Customer can submit the claims for defects via the Webasto customer hotline, Tel.: +49 (89) 8 57 94-0. Further information is available on the Website.
- 9.3. Updates are usually carried out automatically, e.g., the Control Unit in the boat carries out automatic updates if a new software function is available. If updates are available (see also clause 13 of these Terms) that need to be installed manually by the Customer, the Customer will be notified of this accordingly, unless, e.g., in case of an App update, the Customer's phone is set in such way that update installations are done automatically. Updates shall not lead to a new start, or an extension of the warranty period defined in Section 9.1. In case Webasto is in breach of the obligation to provide updates, the warranty period as per section 9.1 above shall end 12 months after the end of the period, during which an update had to be provided (i.e., the period during which the Services have to be provided as agreed between Webasto and the Customer).

9.4. The provisions of this clause 9 relate only to warranty matters concerning the Services, software provided by Webasto and/or the App. Any other warranty matter concerning the Product and/or the Control Unit are subject to the contract between the Customer and the authorized Webasto dealer on the purchase and/or installation of the Product and/or the Control Unit.

## **10. Liability**

10.1 Webasto does not guarantee a 0% fault tolerance. To the maximum extent permitted by law, Webasto shall not be responsible for any indirect (material or immaterial) or consequential damage caused to the Customer when using the BlueCool Connect Services and/or the App.

10.2. That notwithstanding, Webasto shall only be liable to the Customer for losses or damage if:

- a) Webasto has culpably committed a fundamental breach of contract (violated a cardinal duty) in a manner jeopardizing the object of the contract; or
- b) the loss or damage has been caused by gross negligence or willful intent on the part of Webasto; or
- c) if the loss or damage relates to liability under product liability law, especially in cases of injury to body, life and health of persons.

10.3. Webasto's liability shall be limited to the typical foreseeable loss or damage in the following cases:

- a) fundamental breach of contract (violation of a cardinal duty) due to neither gross negligence nor willful intent;
- b) violation of other duties due to gross negligence by Webasto's employees or representatives.

10.4 Any restriction of liability in this section 10 shall not apply if such restriction is prohibited by applicable mandatory statutory law.

10.5 The regulations of this section 10 shall also apply if the Customer claims damages against Webasto's employees or representatives.

## **11. Exclusion of liability, interruptions, force majeure**

11.1. Webasto shall not be liable if one of the following occurs:

- a) issues related to the Webasto Product which are outside the liability of Webasto or outside the scope of influence of Webasto, including but not limited to incorrect use or misuse of the Product and/or the Control Unit by the Customer, any third party authorized by the Customer as per section 5 of these Terms, or any third party using the services via wireless ad hoc as per section 5 of these Terms;
- b) incorrect use of BlueCool Connect by the Customer, any third party authorized by the Customer, or any third party using the services via wireless ad hoc as set out in section 5 of these Terms;
- c) damages and/or losses caused to the Customer and/or a third party in case the Customer has not complied with his obligations as per clause 3.10 above;

- d) in all other cases in which the deficiencies or failure of BlueCool Connect, the Services or the eSIM/SIM card is attributable to the Customer or any third party using the BlueCool Connect device and/or services, including of such deficiencies arise due to a failure of the Customer to perform a necessary update in due time.

11.2 Use of BlueCool Connect and the Services via the App or via the Application Website require wireless data exchange, mainly, but not limited to mobile network. In case of weak signal reception, the use of BlueCool Connect and the Services may be temporarily interrupted. Furthermore, BlueCool Connect or the Services may be temporarily partly or fully unavailable due to technical reasons, geographical situations, network faults, signal congestion or other factors outside Webasto's influence. This includes the switch-off of mobile network standards in individual countries where BlueCool Connect is available and/or the changeover to new mobile network standards, on which BlueCool Connect may not be technically feasible. Webasto cannot be held liable for any of these factors or any consequences thereof.

11.3. BlueCool Connect or the Services may be temporarily interrupted if:

- a) the Customer fails to pay the agreed prices in due time;
- b) the Product and/or the control unit are moved out of their region of operation (e.g. customer moves to a country where radio communication is not supported);
- c) the Customer has provided the wrong or inadequate information;
- d) the Customer uses BlueCool Connect or the Services in a way not approved by Webasto or contrary to these Terms;
- e) Webasto has reason to believe that the Customer is using BlueCool Connect or the Services contrary to the law or in a way that violates the rights of a third party;
- f) this is necessary for reasons of network safety, security and/or functionality or the interests of third parties.

11.4 In cases of an interruption, the Customer will receive a notification from the Service Provider as soon as possible. Any temporary interruption of BlueCool Connect or the Services as outlined in this Section 11 does not affect the Customer's obligation to pay the agreed prices in time.

11.5 Webasto is not responsible and cannot be held liable for any damage or deficiencies caused by an event of force majeure, i.e. all events which are beyond the control of Webasto, and which are unforeseen, unavoidable, or insurmountable, and which prevent total or partial performance by Webasto. Such events shall include earthquakes, typhoons, flood, fire, war, epidemics, or any other events which cannot be foreseen, prevented or controlled, including events which in general international commercial practice are recognized to be force majeure.

## 12. Data protection

The details of the data collection and the data protection are laid down in the Privacy Policy which can be downloaded from the [Websites](#).



### **13. Changes to and updates for Services and/or the App**

In case an update is available and necessary for safety reasons or in order to ensure the agreed functionality and quality of the Services and the App, the Customer will be informed; the information will be provided depending on the type of the update and the level of importance of the update for the Services and the App (i.e., information via pop-up window, or to be found on the Website or in the App/Play Store, among other possible communication paths). In case updates need to be performed and installed manually by the Customer, the Customer has the obligation to perform the update within a reasonable time after being informed thereof; in case of a breach of this obligation by the Customer, section 11.1 d) above applies.

### **14. Communication and contact information**

14.1. All communication between Webasto and the Customer shall be conducted via the App, or, if available, via the Customer's user account at the Application Website, or via e-mail. Contact information is available on the Websites.

14.2. The Customer is required to inform Webasto of any changes regarding his contact information or any other personal information that is relevant for providing the Services to the Customer.

### **15. General Provisions**

15.1. Unless explicitly agreed otherwise, these Terms shall be governed by the law of the state (or country) in which Webasto has its registered office. The provisions of the United Nations Conventions on Contracts for the International Sale of Goods (CISG) and the conflict of law provisions are explicitly excluded.

15.2. The exclusive place of jurisdiction shall be the registered office of Webasto if the Customer is a merchant, a legal entity of public law or of special fund under public law.

15.3. Should any of the provisions of these Terms be or become invalid, this shall not affect the validity of the remaining provisions.

15.4. Appeal proceedings via the online dispute resolution for consumers: <http://ec.europa.eu/consumers/odr/>. We consent to a resolution of disputes with consumers at a dispute resolution body. Consumers can apply to one of the dispute resolution bodies listed under <https://ec.europa.eu/consumers/odr/>.

## Template for revocation notices

(If you want to withdraw from the contract, please fill in this form and send it back to us.)

To

Webasto Roof & Components SE ("**Webasto**")

Kraillinger Str. 5

82131 Stockdorf

Germany

Postfach 80, 82132 Gilching, Germany

Tel.: +49 (89) 8 57 94-0

Fax.: +49 (89) 8 57 94-4 48

Email: info@webasto.com

## Revocation

I/We (\*) hereby withdraw from the contract concluded by me/us (\*) on the purchase of the following goods / the ordering of the following services (\*):

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Ordered on (\*)/received on (\*): \_\_\_\_\_

Name of the Customer(s): \_\_\_\_\_

Address of the Customer(s): \_\_\_\_\_  
\_\_\_\_\_

Signature(s) of the Customer(s)

(if sending via mail)

Date: \_\_\_\_\_

(\*) Please delete that which is not applicable.

This revocation template can also be downloaded from the Websites.