

**SITE GENERAL TERMS AND CONDITIONS  
FOR ACCESS TO TECHNICAL INFORMATION  
RESERVED STRICTLY FOR MOTOR VEHICLE PROFESSIONALS TO THE  
EXPRESS EXCLUSION OF INDIVIDUALS**



DS AUTOMOBILES

The site <http://public.servicebox-parts.com> was created by DS AUTOMOBILES, hereafter called "DS", for the use of **motor vehicle professionals** to order technical information on repair flow process girds for DS vehicles online. The site is published by DS.

DS AUTOMOBILES  
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France

Société anonyme governed by French law with a capital of EUR 500.000, registered in the Paris Company and Trade Register under number 814 911 228

Contact : [servicebox-contact@mpsa.com](mailto:servicebox-contact@mpsa.com)

Access to the <http://public.servicebox-parts.com> site is dedicated in particular to "vehicle repair professionals".

The use of this site is subject to the General Terms and Conditions detailed below and to the applicable laws.

By connecting to and accessing this site, users fully and unreservedly accept all of the provisions of these General Terms and Conditions, with no signature being required.

No specific conditions may take precedence over these General Terms and Conditions of Sale, except with the formal and written agreement of DS.

**ARTICLE 1 - PURPOSE**

DS enables the **motor vehicle professional**, hereafter called "the Purchaser", to the exclusion of all other categories of customer, to access technical information on its vehicles, and in particular the specific tooling required for certain repairs, the information required to calculate labour codes, electrical wiring diagrams, etc.

The purpose of these General Conditions is therefore to define the conditions, in particular technical and financial, under which Purchasers will be able to access DS technical information.

In order to do this, the Purchaser must have the appropriate IT equipment (PC, Windows 98, 2000, 2000 Pro or XP equipped with an Internet connection, 1024x768 pixel screen, recommended ADSL Broadband Internet access at a minimum speed of 512 kbs. **[Below these recommended hardware and Internet speed recommendations, users will experience slower response times from Service Box]).**

Within the context of this website, a motor vehicle repair professional is deemed to be any individual or legal entity resident in the European Economic Area or in Switzerland and belonging to one or other of the following categories:

- Motor vehicle repair professionals,  
Automobile clubs,  
Roadside assistance companies,  
Operators offering inspection and testing services  
Operators who provide training services to repairers.  
Parts manufacturers

## **ARTICLE 2 - USERNAME AND PASSWORD**

Access to the <http://public.servicebox-parts.com> site is open to all motor vehicle professionals, to the exclusion of all other categories of customer. However, to be able to place orders, the Purchaser must first create a user account providing his full contact details: company name, contact, delivery address, VAT number, etc.

The Purchaser must also choose a password.

The customer account will be created when the required information has been entered and confirmed.

The Purchaser will then be sent their customer code to the email address provided (note: only one customer account can be created per email address). This persona) username and password give access to the order site.

The username and password are strictly persona) and the Purchaser undertakes to ensure that they remain confidential. Therefore, the Purchaser is liable for all use of his username and/or password and under no circumstances may DS be held liable for any loss or damage caused by their use.

The Purchaser must log off after every use of this site.

The Purchaser must also immediately inform DS in the event of fraudulent use of his username and/or password and confirm such use in writing to DS, sent by registered letter with acknowledgement of receipt.

DS assumes no responsibility whatsoever in the event of fraudulent use of this site by an Internet user.

## **ARTICLE 3 - PRICES AND PAYMENT**

The various packages offered on Service Box will give you access to all the information contained on the site for a period of time that depends on which package you choose.

The start date and time of your package will run from the first occasion that you consult one of the site's charged-for sections.

The schedule of subscription prices is available on the login page.

Important: each package corresponds to the period of time for which you have unlimited access to <http://public.servicebox-parts.com> (it does not refer to the period of time you are connected).

For example: you subscribe to a one-day package today. If you log on for the first time tomorrow at 9 o'clock, your package will be valid until the following day at 9 o'clock (local time).

We would remind you that, pursuant to Article L441-6 of the French Commercial Code, in the event of late payment, penalties will be applied to the subscriber, after notification, calculated on the sums payable and unpaid on the due date at the rate of three times the French current legal rate of interest on the date that the said sums became due.

The prices are given in euros excl. tax. DS reserves the right to change its prices at any time. Access is sold at the price in effect on the date of order by the Purchaser.

The price payable is given:

- inclusive of French VAT at the current rate, for Purchasers resident in France
- before tax, for Purchasers resident in another member state of the European Economic Area or in Switzerland

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

- if the Purchaser does not have an Intra-community VAT number,
- if the Purchaser has not entered the number,
- if the number is incorrect,
- if DS's check of the European VIES database is unsuccessful for any reason.

Payment must be received in full from the Purchaser by credit/debit card or by bank transfer at the time of ordering.

The Purchaser selects the method of payment (debit card, Visa, Eurocard, MasterCard), and is then automatically directed to the SIPS website. He enters the card number and expiration date via a secure server.

This information is encrypted and sent to the SIPS server, which generates an automatic payment authorisation request sent to the interbank system using the BNP PARIBAS payment authorisation server. It is the Purchaser's bank that authorises or refuses payment.

#### **ARTICLE 4 - WARRANTY - LIABILITY**

It is hereby stated that the technical information appearing on the site is drawn up by DS on the basis of the technical knowledge currently available and is regularly updated. It is intended exclusively for motor vehicle professionals. DS assumes no responsibility for any direct or indirect loss or damage that may result from hardware errors or lack of updates.

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

#### **Safety instructions**

The information thus provided is for the competent performance of maintenance and repairs on DS vehicles that have not been modified. The prerequisite for carrying out the work mentioned above is to have successfully completed training in the trade of motor vehicle repair together with ongoing and **regularly updated training**. If the use of special tooling is

specified in the information, these tools must be used to carry out the repair correctly. DS shall not be liable for the repairs completed under any circumstances.

The Purchaser can use the information that they consult on the site for maintenance and repair operations, on condition that those operations are carried out by a motor vehicle repair professional. Within the context of this website, a motor vehicle repair professional is considered to be any individual or legal entity:

- whose main activity is motor vehicle repair and maintenance,
- that has the skills and equipment required for the correct performance of these services, especially in terms of quality and safety, and
- has successfully completed training in motor vehicle repair, as well as ongoing and regularly updated training, recognised according to the legislation applicable to the trade and by trade bodies in the sector, providing the qualification to competently provide motor vehicle repair and maintenance services, including in particular DS vehicles.

It is specified that the Purchaser acts on his own account and in his own name and is solely responsible to his customers or members for deeds and acts of all types carried out by him, and, in particular, for the use of the information consulted on the site for the purposes of maintenance and repair.

The technical information contained on the site, some of which concerns vehicle safety, is intended exclusively for motor vehicle professionals. It may only be used by motor vehicle repair professionals, under their entire responsibility and to the exclusion of that of DS.

If some operations require special accreditation under their country's legislation, it is the Purchaser's responsibility, to the exclusion of that of DS, to ensure that they hold the necessary legal accreditations or that the motor vehicle repair professional carrying out the maintenance and repair operation holds them.

Similarly, DS assumes no liability whatsoever in the event of the fraudulent use of this site or the technical information by an Internet user.

The Purchaser shall compensate DS for any material damage, personal injury or consequential loss and for any other expenses incurred by DS, or by any third parties claiming payment from DS, arising from or on the occasion of any use of the technical information provided on this site.

The Purchaser shall make sure to take out adequate insurance covering professional public liability with an insurance company known to be solvent.

#### **ARTICLE 5 - FORCE MAJEURE**

DS shall not be held liable for the non-performance of any of its obligations in the event that non-performance results from a case of force majeure.

Cases of force majeure are deemed to be all events beyond DS's control resulting in delaying or preventing the fulfilment of its obligations, either in whole or in part, without it having been possible to have predicted, overcome or avoided such events, including wars, fires, explosions, floods, and industrial disputes at DS, its suppliers or service providers.

#### **ARTICLE 6 - INTELLECTUAL PROPERTY RIGHTS**

DS advises the Purchaser that many elements of this <http://public.servicebox-parts.com> site and of the technical information:

1. are protected by copyright law: such as, among others, plans, photographs, articles, texts, drawings, animated footage, etc.;

2. and/or are protected by legislation on industrial design rights: in particular, the designs of parts or vehicles;
1. are protected by trademark laws: in particular these are the "DS" brand, the "Lion" (the DS AUTOMOBILES logo) and vehicle model brand names;
2. represents a substantial knowledge base developed by DS.

These items are the property of DS or of third parties that authorised DS to use them.

The right granted to the Purchaser by virtue of these terms and conditions is strictly limited to consulting the information available on this site and using this information for the maintenance and repair of DS vehicles. The Purchaser shall refrain from all other uses. This right is non-exclusive, non-assignable and non-transferable.

Consequently, any reproduction, representation, use, adaptation, modification, incorporation, translation or marketing outside the terms and conditions expressly specified herein, whether in whole or in part, by any process and in any medium whatsoever (paper, digital, etc.) is prohibited without AUTOMOBILE DS's prior written consent, subject to the exceptions referred to in Article L122.5 of the French Intellectual Property Code, under penalty of constituting an infringement of copyright law or of the laws relating to designs and models and/or brands, punishable by three years' imprisonment and a fine of EUR 300,000.

In particular, the Purchaser is prohibited from using the information consulted for the purposes of directly or indirectly integrating it in the process of developing products and/or services marketed to a customer base comprising motor vehicle repair professionals. Therefore, it is hereby specified that a specific offer is available from DS in the framework of other General Terms and Conditions.

#### **ARTICLE 7 - PROOF**

This site enables data to be used and exchanged in electronic format without using a hard copy. Each party agrees not to dispute the content, reliability or conclusive nature of a document and the information that it contains solely on the basis that the document is in electronic format and not a hard copy.

The computerised records held in DS's information systems shall be retained under reasonable security conditions and considered as proof, particularly of orders placed between the parties.

The order form and invoices are archived on reliable and durable media that can be produced as proof for a period of 10 years.

#### **ARTICLE 8 - UPDATES**

The information and illustrations supplied on the pages of this site are based on the technical specifications at the time they are provided or updated online on the website.

DS reserves the right to change and update, without notice, the general conditions and/or all of the elements and products that appear on the site.

All of these changes are binding upon the Purchaser who must in particular read and accept these General Terms and Conditions each time they log on.

#### **ARTICLE 9 - HYPERTEXT LINKS**

Creating a hypertext link to the <http://public.servicebox-parts.com> site requires DS's prior written consent.

In any event, DS may not be held liable under any circumstances whatsoever for the content, products or services offered on sites to which the <http://public.servicebox-parts.com> site may be linked by hypertext links or any other type of link.

#### **ARTICLE 10 - SITE AVAILABILITY**

The <http://public.servicebox-parts.com> website can normally be accessed by the Purchaser via the Internet throughout the year, 24 hours a day, 7 days a week.

This indication of availability is in no way binding upon DS.

Please note that the Internet is an open and informal network, made up of an interconnection of computer networks on an international scale. No central body manages the Internet and each part of this network belongs to an independent public or private organisation. Its operation is based on co-operation between the operators of the various networks without there being any obligation of supply or quality of supply between operators. The networks may have unequal transmission capacities and their own particular usage policies. Nothing can guarantee the correct overall operation of the Internet. As a consequence, DS assumes no liability or warranty in the event of poor operation of the Internet (delay in transmission or any other malfunction).

The Purchaser uses the <http://public.servicebox-parts.com> website under his sole and entire responsibility. DS may not be held liable for direct or indirect loss or damage, such as in particular, material damage, loss of data or programs, or financial loss resulting from the use of this site or sites linked to it.

DS reserves the right to temporarily or permanently close the <http://public.servicebox-parts.com> website without prior notice or compensation.

#### **ARTICLE 11 - DATA PROTECTION**

Only motor vehicle repair professionals shall be authorised to access <http://public.servicebox-parts.com> and to acquire technical information.

To ensure that Internet users wishing to access the site or acquire technical information fall within this category, an identification form must be completed when they create their user account.

Internet users undertake to complete this identification form in full, in good faith, providing only relevant and truthful information. DS reserves the right, without notice, to cancel the subscription and to permanently deny access to the site to any user who has provided incomplete or incorrect information.

As regards information of a personal nature that the Purchaser may be required to provide, the latter is entitled to access and correct it in accordance with French "Data Protection and Civil Liberties" Law No. 78-17 dated 6 January 1978.

This right can be exercised at: PSA/DSP/DAPV/ISAP, Centre Technique de Vélizy, Route de Gizy, 78943 Vélizy Villacoublay Cedex – FRANCE.

This information is for the use of DS, the companies in its group and its service providers and can be used as a statistical database.

#### **ARTICLE 12 - COOKIES**

The Purchaser is advised that a system of cookies has been implemented on the site.

Cookies are files sent to users' hard drives to make it easier for them to browse the site and to compile traffic statistics. These cookies will never contain personal information.

The Purchaser can disable cookies by changing the parameters of their browser.

#### **ARTICLE 13 - SECURITY**

In their use of this site, the Purchaser undertakes not to perform any action that may lead to viruses, or computer-related, operational or any other failures that could affect the operation of the site or of any server or service accessible through the site. In particular, the Purchaser undertakes only to provide, within the site, information, data, documents and files that are reliable, inoffensive and unlikely to affect the operation of the site or of any server or service accessible through the site.

The use made of the site or of any server or service accessible through the site:

- Must comply with current national and international laws and regulations, as well as the rights of third parties,
- Must not damage the image of DS AUTOMOBILES in any way or form whatsoever. In particular, the Purchaser guarantees DS AUTOMOBILES against any third-party action related to the content of the information that may be provided by the Purchaser within the site. Accordingly, the Purchaser undertakes to compensate DS AUTOMOBILES for any expenses, charges and costs that may be incurred as a result, including the reasonable fees and expenses of DS AUTOMOBILES's advice.

#### **ARTICLE 14 - TOLERANCE**

The fact that DS does not make use of any one of the provisions of these General Terms and Conditions of Sale at any given time may not be interpreted as renouncing the right to use any one of these provisions at a later date.

#### **ARTICLE 15 - ELECTION OF DOMICILE**

DS states the following address as its domicile: DS AUTOMOBILES – 7, rue Henri Sainte-Claire Deville - 92500 RUEIL-MALMAISON.

#### **ARTICLE 16 -APPLICABLE LAW**

This Website, the general terms and conditions and the contracts concluded using this site are subject to French Law, to the exclusion of the Vienna Convention of 11 April 1980 concerning contracts for the international sale of goods.

#### **ARTICLE 17 -JURISDICTION**

All disputes of any kind whatsoever arising between DS and the Purchaser, which are not amicably resolved, shall be submitted to the exclusive jurisdiction of the Paris courts.