

# OMNIplus BusDoc Registration Form for New and Existing Customers

Name of the company:		
Contact person:		
Street / No.:		
Post code / city:	Customer No.:	System ID No.
Telephone:	Fax:	E-mail:

Only unique and personal e-mail addresses are permitted.

## New user:

Last name:
First name:
E-mail:

## Change existing user:

Change user	Delete user
User ID:	
Last name:	
First name:	
E-mail:	

Preferred system language:
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## Language selection

German, English, French, Spanish, Italian,  
Turkish, Swedish, Romanian, Polish, Flemish

## Abbreviations:

**EIB** (replacement part information bus; Ersatzteil-Information-Bus)  
– OMNIplus BusParts Catalog

**WIB / DSB** (workshop information bus / Digital Service Booklet)  
Model series-specific information

- Electrical information
- Diagnostic information
- Workshop / user information
- Servicing information / Digital Service Booklet

**AR / SSL** SSL (work flat rates / damage code list)  
Model series-specific information

Complete BusDoc package												
Yearly charge per activated group / valid from 01.01.2023												
Activated group	1	2	3	4	5	6	7	8	9	10	11	12
Charge to the user	1 to 3	4 to 8	9 to 13	14 to 20	21 to 27	28 to 35	36 to 44	45 to 54	55 to 65	66 to 80	81 to 100	101 to 130
BusDoc complete package*	2477	4094	5581	7759	9920	12499	15485	18393	22623	27792	34708	45098
*The BusDoc complete package includes all WIB, AR / SSL and EIB model ranges												

This application is subject exclusively to the enclosed "General Terms and Conditions for Accessing Service Information and Other Technical Information via the Aftersales Online Documentation Platform 'BusDoc' of EvoBus GmbH" in its current version.

Please fill out and send to your local bus and coach contact.

Date:	Signature:
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EvoBus  
A Daimler Truck Company

EvoBus GmbH  
Sitz und Registergericht/Domicile and Court of Registry:  
Fasanenweg 10, 70771 Leinfelden-Echterdingen, Germany; Amtsgericht Stuttgart  
HRB-Nr./Commercial Register No.: 17316 - Steuernummer 99011/13131 - USt-ID DE 14 70 32 272  
Geschäftsführer/Managing Directors: Till Oberwörder (Vorsitzender), Peter Rödder, Michael Klein,  
Mirko Sgodda, Lutz Wittig  
Vorsitzender des Aufsichtsrats/Chairman of the Supervisory Board: Jochen Goetz

All fees are applicable for the current calendar year plus VAT.  
BusDoc costs will be calculated and invoiced on a monthly basis.

Please indicate with a cross the desired electronic product information:

**Digital Service Booklet (DSB)**

Basic Function: all data from BusDoc-Service Calculator will automatically be uploaded to DSB. All BusDoc users who have access to service and workshop information will automatically be able to access DSB, including Basic Function. No further licence fees are due.

**EIB 32.00 €**

**DSB Basic function**

**WIB / DSB**  
113.00 € /  
model series

new delete

**AR / SSL**  
56.00 € /  
model series

new delete

Mercedes-Benz	eCitaro
	Citaro
	Citaro from Euro VI
	Travego
	Travego from Euro VI
	Tourismo
	Tourismo from Euro VI
	Touro
	Tourino / MBC
	Integro from Euro III
	Integro from Euro VI
	Conecto
	Conecto from Euro VI
	Intouro
	Intouro (633) from Euro VI
	Intouro (410) from Euro VI
	Cito
	O 303 / 305 / 307
	O 404 / 405
Setra	OC 500
	OC 500 from Euro VI
	Tourrider USA
	MultiClass / ComfortClass 300 Euro III / TopClass 300
	MultiClass 400
	MultiClass 400 from Euro VI
	ComfortClass 400
	ComfortClass 400 USA
	ComfortClass 500
	TopClass 400
	TopClass 400 USA
	TopClass 500

Version: 01/2023

## General terms of business for the access to service information and other technical information on EvoBus GmbH's Aftersales online documentation platform "BusDoc".

For all goods and services supplied by EvoBus GmbH in connection with the provision of servicing information and other technical information via the AfterSales online documentation platform "BusDoc", only the following provisions apply. General terms and conditions of the ordering party are not incorporated into the Agreement, even if such conditions have been attached to invitations to tender, purchase orders, or declarations of acceptance and have not been explicitly rejected.

### 1. Formation and Subject Matter of the Agreement

1.1 The ordering party is bound by the purchase order for a maximum of two weeks. The Agreement is formed once confirmed in writing (by letter or email) by EvoBus GmbH. However EvoBus GmbH is obliged to inform the ordering party in writing without undue delay if it does not intend to accept the purchase order.

The Agreement is formed only if the ordering party has a valid VAT registration number and is among the authorized group of persons as defined under the Block Exemption Regulation (BER No. 1400/2002 of July 31, 2002) and has its registered office within the European Union or within an EFTA country.

This group of authorized persons includes

- independent workshops
- manufacturers of repair equipment
- publishers of technical information
- automotive club employees
- breakdown service employees
- inspection and testing service providers
- employees of automotive engineering education and training establishments
- manufacturers or distributors of workshop equipment, tools or spare parts

All authorized service partners to EvoBus also belong to this group.

By placing an order for user access authorization, and through every subsequent use of this access, the user confirms that it belongs to the authorized group of persons.

1.2 The subject matter of this Agreement is the granting of user access authorization for servicing information and other technical information about Mercedes-Benz and SETRA branded buses over an indefinite period of time. Although EvoBus operates stringent quality control measures, the possibility that the technical information may contain errors or may be incomplete cannot be fully excluded. This technical information is available for the user to access online while it remains valid for and used by EvoBus. This information is continually updated and can therefore change during the access authorization period. Access can be temporarily restricted if necessitated by maintenance work and/or updates.

1.3 The ordering party may not transfer rights and obligations under this Agreement to a third party, either wholly or in part, without the prior written consent of EvoBus.

1.4 The place of performance for all obligations under this agreement is Stuttgart (where EvoBus GmbH has its headquarters).

### 2. Term of the Agreement and Termination

2.1 The term of the Agreement begins when confirmation is issued by EvoBus as laid out in clause 1.1. The Agreement is initially formed for an indefinite period of time.

2.2 The user can terminate the Agreement at any time. Notice of termination must be given in writing. In this event, the user access fee for the current calendar year will not be refunded, even if the user does not make any use of the access authorization during the entire contract term.

2.3 EvoBus can terminate the access authorization without notice for cause. Cause includes, but is not limited to, the user

- copying or reproducing the technical information (or having this copied or reproduced)
- passing the technical information on to a third party
- not belonging to the authorized group of persons (clause 1.1)

2.4 In the event that EvoBus terminates access authorization without notice for cause, EvoBus reserves the right to claim damages from the user for breach of contract. The user's claim to a refund of access fees is excluded in the event that access authorization is terminated for cause.

### 3. Fees and Payment

3.1 The user access fee payable by the user is an annual fee. It is valid for the current calendar year and is payable with every new calendar year, provided the agreement has not been terminated before January 1. The specific fee payable depends on the current prices and on the level of access authorization requested by the user.

3.2 The prices stated on the purchase order are net prices excluding VAT. Value added tax, at the rate applicable at time of payment, is to be paid together with the user access fees.

3.3 The user access fees are collected by EvoBus at the end of each calendar year.

### 4. Safety Notice

4.1 The technical information is intended solely for authorized persons with the education standard of a qualified mechanic with good knowledge of the product in question. This level of expertise is essential for the use of the supplied information and for carrying out work on the vehicles. If the user lacks this expertise and knowledge of the product, the necessary work must be carried out by an OMNIplus workshop instead.

4.2 If the technical information specifies that special tools are required, it is essential that these tools are used so that the repair work is carried out correctly. EvoBus is not liable for any loss or damage caused by a failure to comply with the instructions contained in the technical information.

### 5. Usage Right, Scope of Usage and Contractual Penalties

5.1 The user is granted a non-exclusive, non-transferable right to use the technical information; this right shall be limited to the agreed period of use and restricted in terms of location to the user's place of business.

5.2 No reproductions (e.g. copies) of the technical information may be made, nor may the user or third parties acting on behalf of the user edit or otherwise process the technical information. Third parties in this regard include permanent establishments within a network of companies or workshops.

5.3 The user undertakes to use the technical information only within its business for the purpose of servicing its customers' vehicles and not to make it available to third parties, either wholly or in part. The user shall also require its employees to give an equivalent undertaking, so far as is lawfully possible.

The user shall undertake appropriate measures to secure the user log-in details against use by unauthorized third parties, which specifically include storing the log-in details in a safe place.

5.4 In the event that the technical information falls into the hands of unauthorized third parties because the user has passed it on or failed to ensure that such unauthorized third parties were prevented from accessing it, a penalty will be payable by the user to EvoBus. This penalty is calculated on the basis of the contractual fee agreed between the user and EvoBus and equates to ten times the specified contractual fee. The contractual penalty is payable for every separate incidence of the technical information being used by unauthorized third parties, whereby the right to rely on the defense that a series of breaches should be treated as one single and continuous breach (Fortsetzungszusammenhang) is waived. The contractual penalty does not apply if the user has not acted with intent or negligence. This does not affect the right of EvoBus to enforce damages claims, although such claims will then be offset against the penalty.

5.5 When the Agreement ends, regardless of when this is, the user is obligated to remove from its data processing systems the programs and documents that form the subject matter of this Agreement. To this end, the user shall destroy these in such a way that they cannot possibly be recreated. The same applies to operator documentation, literature, copies and other materials. Upon request, the user shall confirm in writing to EvoBus that these materials have been destroyed.

### 6. Liability

6.1 If EvoBus is to be held responsible under the statutory or contractual provisions for damage caused by ordinary negligence, the liability of EvoBus is limited as follows:

EvoBus will be liable only for the breach of essential contractual obligations, such as those which the contract specifically seeks to impose upon EvoBus, as evidenced by its content and purpose, or without which the due and proper performance of the Agreement would not be possible and upon whose compliance the user relies and ought to be able to rely. Liability will be limited to the typical damage which is foreseeable at the time the contract was formed. If the damage is covered by insurance taken out by the user for the type of damage suffered (excluding fixed-sum insurance), EvoBus will only be liable for any associated disadvantage suffered by the user, e.g. increased insurance premiums or the interest charges/interest income foregone until such time as the claim is settled by the insurer.

If the user is a legal entity under public law, a publicly-owned corporation, or a business person acting in the course of business in placing the order, and if damages claims relating to defects are asserted more than one year after delivery of the subject matter of the order, the following will apply:

the aforementioned limitation of liability also applies to damage caused by gross negligence, but not to damage caused by the gross negligence of a statutory representative or senior manager of EvoBus, nor for damage caused by gross negligence covered by insurance taken out by the user for the type of damage concerned.

6.2 Regardless of the issue of fault, the liability of EvoBus remains unaffected in the event of fraudulent concealment of a defect, or if EvoBus has provided a guarantee or accepted a procurement risk, or is liable under the terms of the German Product Liability Act.

6.3 EvoBus's statutory representatives, agents and staff will bear no personal liability for any loss or damage caused by their own simple negligence. For loss or damage other than that caused by the gross negligence of statutory representatives or senior managers, the limitations on liability applicable to the seller in this respect apply mutatis mutandis.

6.4 The limitations of liability set forth in this clause do not however apply in the event of death or personal injury.

### 7. Downtime

EvoBus accepts no liability if the user is unable to access the supplied information as a result of unforeseen events or events that are outside the control of EvoBus. EvoBus shall make every reasonable effort to ensure access is available 24 hours a day all year round.

This excludes reasonable periods of downtime such as for general maintenance operations, updating hardware, software and data, as well as downtime caused by a failure in power supply or telecommunication connections and for other reasons that are outside the direct control of EvoBus. Where possible, EvoBus will endeavor to perform maintenance work and updates at times likely to cause least disruption to users.

### 8. Data Protection

The user data supplied at registration stage is collected, stored and processed by EvoBus for the sole purpose of fulfilling this Agreement. The data will not be made available to any third parties and must not be used by EvoBus for purposes other than those specified in this Agreement without the user's prior express consent. Upon request, the user will be entitled to receive details of the data held by EvoBus and may, where applicable, have such data amended, deleted or blocked.

### 9. Written Form, Applicable Law and Place of Jurisdiction

9.1 Any changes or additions to this Agreement must be made in writing. The same applies in respect of the amendment or revocation of this clause. Electronic documents in text form (as defined in section 126b German Civil Code) do not fulfill the written form requirement.

9.2 This Agreement is governed exclusively by the law of the Federal Republic of Germany.

9.3 The courts of Ulm have exclusive jurisdiction over all present and future claims arising from the business relationship with traders, including bill-based and check-based claims.

9.4 The same place of jurisdiction applies if the user has no general place of jurisdiction in Germany, if it moves its domicile or usual place of residence abroad after forming the Agreement, or if its domicile or usual place of residence is unknown at the time a lawsuit is filed. In other respects, the domicile of the user will be the place of jurisdiction for claims against the user by EvoBus.

9.5 The UN Convention on Contracts for the International Sale of Goods of April 11, 1980, does not apply.