

Additional conditions for the acquisition of a caravan control unit

1. Subject of the conditions

If the customer also purchases a caravan control unit with the vehicle or if a vehicle is retrofitted with the caravan control unit, the following terms and conditions also apply.

2. Use and Internet connection

2.1 The use of the control unit requires that the customer has the HobbyApp, which can be downloaded via the Google Play Store and the Apple Store on an Internet-enabled device. The use requires the prior registration of the customer and the creation of a customer account (MyHobby ID).

2.2 The function of the control unit requires a running connection of the control unit to the Internet. This requires a contract of the customer with the provider Mobile Connect AB, P.O. Box 35, 560 27 Tenhult, Sweden. The contractual relationship exists exclusively between the customer and Mobile Connect AB. The services are the sole responsibility of Mobile Connect AB. The compensation for services provided by Mobile Connect during the first year since the acquisition of the control unit has already been paid. Because of the compensation for the following years, Mobile Connect will contact the customer directly.

3. Warranty

In the case of material defects, the customer is entitled to the statutory warranty rights with the proviso that the liability for damages shall be determined in accordance with clause 4 of this contract.

4. Liability

4.1 The seller shall be liable for damages in accordance with the following provisions, provided the damage was caused intentionally or grossly negligently by the seller, its legal representatives, employees or other vicarious agents or is based on the culpable violation of a material contractual obligation. Significant contractual obligations are those whose fulfillment is necessary for the achievement of the purpose of the contract and on the compliance of which the customer regularly trusts and may rely. If the breach of a material contractual obligation is due to simple negligence, the liability is limited to the contractually typical, foreseeable damage.

4.2 Claims due to culpable injury to the body, life or health as well as the mandatory liability under the Product Liability Act remain unaffected.

4.3 Unless otherwise stipulated in this clause, the liability of the seller is excluded.

4.4 The above liability regulations shall apply mutatis mutandis if the customer asserts a claim for compensation for wasted expenditure instead of a claim for damages instead of the service.

5. Personal data

5.1 The seller collects, stores and uses the personal data provided by customers within the scope of the statutory provisions, insofar as it is necessary for the establishment, content or changes in the contractual relationship and the use and billing of the services.

With the aid of the control unit in the vehicle, the location of the vehicle can be determined. This location is recorded when connected to the app in connection with the evaluation of the control data. Only the last GPS position is saved, as soon as a new position is transmitted, the previous entry is deleted. The customer has to declare his/her express agreement with the storage in a separate written declaration. He/she is also responsible for informing third parties about the identification and storage of the whereabouts and to obtain their written consent before giving them the vehicle. This also applies to a sale of the vehicle. The customer can have the built-in SIM card deactivated at any time at an authorized dealer, then the location is not determined.

Place, date

Place, date

Signature of seller

Signature of customer