

GENERAL TERMS OF USE
FOR ONLINE SERVICES PROVIDED BY EAGLE BURGMANN
(LAST REVISED: JUNE 2021)

1. GENERAL INFORMATION

- 1.1 These General Terms of Use apply to the use of Online Services provided by EagleBurgmann Germany GmbH & Co. KG, Aeussere Sauerlacher Str. 6-10, 82515 Wolfratshausen (hereinafter referred to as: "**EagleBurgmann**"), with Internet access via: www.myeagleburgmann.com (hereinafter referred to as: "**Portal**"). The various EB Digital Services including the Webshop and other Digital Sales Services provided by **EagleBurgmann** are defined in the following as **Online Services**.
- 1.2 The various Online Services provided by EagleBurgmann are intended exclusively for companies or commercial users (hereinafter collectively referred to as: "**User**"). EagleBurgmann does not provide Online Services to consumers.
- 1.3 The applicable version of these General Terms of Use is the version in effect upon registration or commencement of use. Any standard business terms of a User do not apply; they are objected to as a precautionary measure. Any potential verbal side agreements are ineffective if they are not expressly confirmed in writing by Eagle Burgmann.

2. REGISTRATION AND USE RELATIONSHIPS

- 2.1 EagleBurgmann reserves the right to change these General Terms of Use at any time. EagleBurgmann will inform the User about any such changes at least 30 calendar days in advance prior to the scheduled effective date for such changes (hereinafter referred to as: "**Notice of Change**"). If the User does not object within 30 calendar days of receipt of notification and continues to use the Online Services following expiry of the objection period, the changes shall be deemed to be valid from the expiry of such period. EagleBurgmann will inform the User of their right of objection and of the consequences when providing the Notice of Change.
- 2.2 In addition, EagleBurgmann reserves the right to amend the General Terms of Use, (i) if the amendment concerned is merely beneficial to the User, (ii) if the amendment is purely technical or process-related, unless it has material effects on the User, (iii) in the event that EagleBurgmann is obligated to do so in order to ensure the conformity of these General Terms of Use with applicable law, especially if the applicable laws are changing, (iv) in order to ensure that EagleBurgmann is complying with a court decision or an administrative decision rendered against EagleBurgmann or (v) EagleBurgmann introduces additional services which need to be addressed in these General Terms of Use. EagleBurgmann will inform the User about such changes.
- 2.3 The provision of the various Online Services on the EagleBurgmann Portal does not represent any offer to create a registration and use relationship but serves only as non-binding information about the various Online Services such as the EB Digital Sales.

- 2.4 By providing User Data required within the scope of the registration process and submitting the Registration Application, the User submits a binding declaration concerning the desired use of the respective Online Service(s) subject to these General Terms of Use (hereinafter referred to as: "Registration Application"). A separate Registration Application shall be submitted for each of the User's Employees (hereinafter referred to as: "**User Employee**"). If a natural person wishes to submit a Registration Application for a company, this is only permissible if they have sufficient legitimacy and/or if they have sufficient representative authority. By submission of a Registration Application such is deemed to be the confirmation of sufficient legitimacy and/or representative authority. Each Password has to comply with the state of the art security standards and may be changed by the User itself.
- 2.5 A registration and use relationship is only effective after a separate registration confirmation by EagleBurgmann. The confirmation of registration is sent separately for each User Employee. As a rule, registration confirmation is provided by email, however written confirmation may be sent in specific cases. Registration confirmation will be provided within 15 calendar days at the latest. There is no entitlement to registration.

If a User Employee leaves the company, the respective User is obligated to inform EagleBurgmann so that EagleBurgmann can delete the registration for such User Employee.

3. SCOPE OF SERVICES

- 3.1 Services provided by EagleBurgmann in connection with Online Services comprise the provision of EB Digital Sales, the Webshop as well as other EB Digital Services via the Portal and granting and/or facilitating the relevant rights of use.
- 3.2 The Online Services comprise the permanent provision of information and documents including information about products and non-binding quotes of the Webshop as well as the optional exchange of data provided by the User to EagleBurgmann. Additional details can be found for the various Online Services on the EagleBurgmann Portal as well as defined in Annex 1.
- 3.3 The User is aware that the Online Services are only intended to provide assistance and do not relieve him from the inspection duties incumbent upon a prudent businessman. The User is further aware that the content included in Online Services has been created to the best knowledge of EagleBurgmann following evaluation and the aggregation of a variety of sources some of which are public sources and some of which are third party sources (manufacturer's data, etc.). To such an extent, EagleBurgmann cannot be held liable for the accuracy or completeness of such content in light of potential errors in such external sources that were consulted.

The provision of such Online Services is based on the collection and processing of certain User Data and may require the establishment of a remote data connection between the Portal and certain user systems.

- 3.4 Online Services are generally available seven days a week, 24 hours a day. No specific minimum level of availability is agreed.

- 3.5 EagleBurgmann is entitled to change the content and/or the scope of the Online Services, in particular to expand or restrict them, to suspend them, discontinue them or to modify their content. This also includes upgrades, patches or maintenance work. The User is aware that Online Services provided by EagleBurgmann are subject to continuous advancement and are not to be regarded as static and therefore the Online Services may not always be available without interruption and/or their services may only be available to a limited extent or with interruptions, for example as a result of scheduled or unscheduled maintenance or patches. EagleBurgmann will endeavor to inform the User reasonably in advance prior to taking any of the such mentioned actions to the extent that any such actions may have an impact on the User; however, EagleBurgmann is under no circumstances obligated to inform the User in advance about unscheduled or emergency maintenance, etc. EagleBurgmann is entitled to provide such services related to the provision of Online Services by sub-contractors. This applies in particular to the technical operation of data centers to provide the Service.

EagleBurgmann shall be entitled to store and process User Data (in particular including E-mail and IP address of Users) in any country in which EagleBurgmann or the hosting and information system providers used by EagleBurgmann maintain facilities. The User agrees expressly to such transfer of User Data. The User shall be obligated not to pass on any personal data within the scope of this contract to EagleBurgmann, except for contact information.

- 3.6 EagleBurgmann is not obligated to provide any further service, unless expressly agreed otherwise.

4. ACCESS TO ONLINE SERVICES

- 4.1 The access of the User-Employee to the Online Services and its user account will be provided by means of remote data transmission using an access code and user password assigned to the User (access code and user password hereinafter referred to as: **"Access Data"**).
- 4.2 The User's access to the Online Services is activated concurrently upon transmission of the registration confirmation (see Section 4) by EagleBurgmann (hereinafter referred to as: **"Time of service provision"**).
- 4.3 The User-Employee shall be obligated to keep the Access Data secret and not to share it with unauthorized third parties. The User shall be responsible for ensuring that all User-Employees also comply with this obligation and shall ensure that its User-Employees will be subject to a corresponding confidentiality obligation.
- 4.4 If a User or User-Employee becomes aware of the loss and/or misuse of its Access Data, he must inform EagleBurgmann without undue delay. EagleBurgmann is entitled to block the access to Online Services in the event of misuse. The User shall be liable for any misuse for which it is responsible.
- 4.5 The User shall be entitled to apply for additional user accounts for their own User Employees to use Online Services; see also Section 2.4. A separate application is necessary per User-Employee which is usually possible via E-mail or the web

functionality. Activation and registration is at the reasonable discretion of EagleBurgmann. The User shall be responsible for the authorization management (e.g., scope of access rights for User Employees, etc.) using the administration level of the user account. The User shall be responsible for all acts taken by its User Employees via their user accounts. This applies accordingly to the infringement of these General Terms of Use by its User Employees.

5. DUTIES OF THE USER

- 5.1 The User shall be responsible for the selection, evaluation and use of the information available in the Online Services. This applies accordingly to all information the User saves in its online account for the use of the Online Services, e.g. information about machineries, locations, etc. (hereinafter referred to as: "User Data"). EagleBurgmann does not check User Data for completeness, accuracy, compliance with applicable laws and topicality. The User shall be solely responsible for the correctness of data it provides to EagleBurgmann. Access to the Portal may also require the User to create one or more user account(s) in accordance with these General Terms of Use. The User and the User-Employees shall be responsible for all activities engaged in using its user account.
- 5.2 The User shall be responsible and shall ensure that the User Data shall be free of any third-party rights. In particular, the User shall ensure that the intended use of User Data within the scope of the Online Services shall not infringe any copyrights, patents, trademarks, business secrets or any other third-party rights. The User shall also, and in particular, be responsible for ensuring that only such User Data is transmitted to EagleBurgmann and/or uploaded to the user account whose uploading and intended use by EagleBurgmann does not give rise to the infringement of any third-party rights of personality including any breaches of applicable data protection laws and regulations.
- 5.3 The User shall be responsible for ensuring that he meets the technical requirements for using the Online Services, in particular but not limited to the hardware and operating system in use, the Internet connection and current browser software.
- 5.4 The User shall be obligated to take the necessary precautions to secure their own systems and User Data, in particular to use standard security settings on their browsers, and to prepare regular data backups. It is the User's responsibility to provide a secure connection and to maintain such security at all times.

The parties are obligated to take appropriate IT security measures, in particular but not limited to the installation of firewalls, authentication measures, data encryption, installation of virus protection programs and operating system security patches for all computers and software, etc., in order to protect the products, software, the Portal or any overall solutions based thereon, the network, the system and all its interfaces against any improper, unauthorized and unlawful access, interference, tampering or violations of data and information security, leakage and/or theft of data or information.

- 5.5 The User shall designate a contact person for EagleBurgmann who can provide any required information for the registration and use relationship and who will act as a

central point of contact. The contact person named by the User shall be deemed authorized to receive declarations related to the registration and use relationship.

- 5.6 The User shall inform EagleBurgmann about functional failures and other malfunctions related to the Online Services using a trouble report system set-up by EagleBurgmann. This service is available at: info@myeagleburgmann.com.
- 5.7 The User shall refrain from any unauthorized use of the Service as well as any unauthorized use of EagleBurgmann hardware and software upon which the Service is based. Use of the Service for illegal purposes and/or the transmission of illegal content via the Service is prohibited.
- 5.8 The User will provide eventually feedback to EagleBurgmann during the period of using the Online Services. EagleBurgmann shall become the sole owner of such feedback to the extent permitted by law. In the event that intellectual property rights to the feedback are not transferable, e.g. in the case of feedback protected by copyright laws (in particular the German copyright law), the User shall grant to EagleBurgmann and its affiliated companies an exclusive, irrevocable, worldwide, perpetual, unrestricted right of use and exploitation of such feedback for all known and unknown types of use and exploitation (e.g., including the right of rental, leasing, translation, reproduction, editing, further development/ modification, sub-licensing, manufacturing license, redesign or other change, marketing and distribution).

If, in exceptional cases, the feedback contains background knowledge of the User, the User grants EagleBurgmann and its affiliated companies a non-exclusive, irrevocable, worldwide, perpetual, unrestricted right of use and exploitation to such feedback for all known and unknown types of use and exploitation (e.g., including the right of rental, leasing, translation, editing, further development/ modification, sub-licensing, manufacturing license, redesign or other change).

- 5.9 The User is solely responsible for compliance with the applicable retention periods under tax and commercial law.

6. CONTRACT AND PRICE OF WEBSHOP

- 6.1 The Webshop presentation of the products is of non-binding character only. It is not a legal binding offer within the meaning of § 145 BGB.
- 6.2 By submitting an order via the Webshop by clicking the button "Place Order", the User submits a legal binding offer to conclude a purchase contract ("Order"). Before placing the Order, it is possible for the User to check the content of the Order. The User is bound to the Order for a period of two weeks after electronic submission of the Order.
- 6.3 After receipt of the Order by EagleBurgmann, the User receives a system-generated order receipt confirmation immediately, which however, does not constitute a binding Order confirmation. The User's order text itself will not be stored by EagleBurgmann in the system and cannot be downloaded after the order process has been completed. However, the content of the Order and order receipt confirmation is sent by E-mail to User. Delivery times are binding only, if they are expressly confirmed as binding in the order confirmation by EagleBurgmann.

6.4 A contract for the supply of goods between EagleBurgmann and the User shall only be binding upon sending a separate order confirmation in printable form which will be sent by EagleBurgmann via separate E-mail.

6.5 The conclusion of the contract is possible in German and English language. If other languages are provided for, this shall be indicated separate and expressly in the Webshop.

6.6 The prices as stated at the date of the Order shall apply. The prices indicated in the Webshop are net prices and do not include statutory value added tax, packaging and shipping costs and other surcharges or fees which are shown separately. If there are minimum Order values for some articles, this is indicated in the Webshop and visible at the time of placement of the Order.

7. PAYMENT TERMS

7.1 The Online Services as such to the exclusion of Section 6 above are provided by EagleBurgmann as service free of charge.

8. RIGHTS OF USE AND PENALTIES

8.1 EagleBurgmann, or EagleBurgmann's licensors, are entitled to all rights, namely copyrighted rights of use and exploitation, in and to the Online Services and all related content. This is without prejudice to any rights a User has to its own information stored by the User in their user account.

8.2 The User is granted a simple right of use of the Online Services, timely limited to the duration of the registration and use relationship. This right may neither be assigned to any third parties nor is the User entitled to grant any sub-licenses. The scope of the registration is specified in the registration confirmation; see Section 2.5. The User shall be entitled to solely use the content researched or retrieved from the Online Services for its own internal use. There is no further authorization to grant access to any third parties. In particular, the User is not entitled to use the Online Services beyond the scope defined in these General Terms of Use for the benefit of third parties or to make the Online Services available for use by third parties for their own purposes.

8.3 The User shall not share information obtained by means of the Online Services to third parties and/or otherwise making it available to third parties.

8.4 EagleBurgmann shall be entitled to implement technical measures to prevent any use outside the scope permitted under the General Terms of Use, i.e. in particular by installing appropriate access barriers. The User shall not be entitled to use any devices, products or other means which serve to bypass or overcome any technical barriers undertaken by EagleBurgmann. Similarly, the User shall not be entitled to use any WebCrawler, web scraping or similar programs that automatically retrieve content from the Online Services. In addition, the User shall not be permitted to reproduce or copy the contents of the Online Services in full, or substantial parts thereof, for the purpose of creating their own substitute services, in particular for using relevant content of the Online Services for the benefit of third parties.

- 8.5 If the User violates the Terms of Use set out in this Section 8, EagleBurgmann shall be entitled to block the User's access without delay. This is without prejudice to additional rights and remedies of EagleBurgmann, in particular the right of extraordinary termination of the registration and use relationship as well as claims for compensation of damages.

9. THIRD-PARTY RIGHTS

- 9.1 EagleBurgmann shall be obligated to provide the Online Services to the User without infringement of any third-party rights. In case of a violation of any third party intellectual property rights, EagleBurgmann shall be entitled at its own discretion to remedy any possible violation of third-party rights by (i) concluding a corresponding license agreement and/or (ii) adapting or modifying the Online Services in such a way that they do not infringe third-party rights, and/or (iii) exchanging or otherwise replacing the Online Services in such a way that they do not infringe third-party rights provided that the scope of services is not materially or unreasonably reduced.
- 9.2 EagleBurgmann shall indemnify and hold the User harmless of claims of third parties provided EagleBurgmann cannot provide the agreed services without restriction due to opposing third-party rights. The obligation to indemnify shall not apply if the User submits a confession and concludes a settlement with the third party in question. The parties will inform each other in writing without undue delay if any claims are asserted against them.
- 9.3 EagleBurgmann shall not be liable for any infringement of third-party rights by the User, if and to the extent the infringement concerned results from any use outside or beyond the scope of these General Terms of Use. In such cases, the User shall indemnify EagleBurgmann of any third-party claims upon first written demand.

10. LIABILITY

- 10.1 As defined by applicable statutory provisions, EagleBurgmann shall be liable without limitation for damages resulting from injury to life, limb or health, as well as for damages caused by intent or gross negligence of EagleBurgmann or one of its legal representatives or vicarious agents, as well as for damages resulting from any guarantees ("Garantie") provided by EagleBurgmann. Guarantees shall only be valid, if expressly agreed in writing and expressly defined as a guarantee.

EagleBurgmann excludes any liability for negligence provided EagleBurgmann provides Online Services free of charge.

- 10.2 Liability for loss of data in case of negligence is limited to foreseeable damage which is intrinsic to the restoration expenditures that would have been required providing corresponding backup copies had been made on a regular and appropriate basis in light of applicable risks.
- 10.3 Strict liability of EagleBurgmann for defects existing at the time of registration and establishment of the use relationship as per § 536a paragraph 1, half sentence 1 of the German Civil Code (BGB) is excluded as a precautionary measure. This is without prejudice to liability under the Product Liability Act. These above provisions likewise apply in favor of the employees and vicarious agents of EagleBurgmann.

- 10.4 The above provisions shall apply *mutatis mutandis* to any liability in connection with the reimbursement of futile expenses and claims for indemnification.

11. CONFIDENTIALITY

- 11.1 With regard to all internal technical and commercial information obtained within the scope of the registration and use relationship, including information and Feedback exchanged or made available within the scope of use of the Online Services and/or that are received within the access to the Online Services (hereinafter collectively referred to as “**Information**”), the parties shall be obligated to use such Information solely for the purposes described and in accordance with the provisions of these General Terms of Use and to keep such Information confidential and not to disclose such Information to third parties, except after prior written consent of the other party. This shall not apply to information disclosed by EagleBurgmann in the Internet or other information published by EagleBurgmann.
- 11.2 The above defined confidentiality obligation shall not apply to such Information for which the receiving party proves that
- (a) It was aware of the Information prior to disclosure, or
 - (b) the Information at the time of communication was publicly available; or
 - (c) the Information was revealed after communication through no fault of the receiving Party, or
 - (d) the Information is disclosed by a third party and a non-disclosure obligation was not imposed by that third party; or
 - (e) the Information was invented or developed by the relevant receiving party independent of the Information provided by the disclosing Party; the burden of proof in writing shall be with the receiving party.
- 11.3 With regard to Information received, the User shall be obligated (i) to keep the Information confidential, (ii) to reproduce it only to the extent required for the use of the Online Services, (iii) not to disclose it to third parties, (iv) to use and reproduce it exclusively for the purposes defined in these Terms of Use, (v) to protect it against unauthorized access and (vi) not to store it in an online-based IT infrastructure system (cloud) outside the Online Services provided by EagleBurgmann and beyond the User’s control, i.e., if Information is stored in an online-based IT-infrastructure system (cloud), the User is obligated to take appropriate security measures to ensure that the obligations imposed by these Terms of Use and the European General Data Protection Regulation (EU 2016/679) are complied with in full. The User shall be obligated to exercise at least the same degree of care in the storage and use of the Information as they exercise in handling their own confidential information.
- 10.4 However, EagleBurgmann shall be entitled to process and review the data that the User voluntarily stores on the Portal according to Section 5.1 and to use any results or conclusions drawn from it in an aggregated or neutralized form for the purpose of further development, advancement or improvement of the Online Services.

- 10.5 The obligations under this Section 11 shall remain in force and shall continue to apply subsequent to the termination of the registration and use relationship.

12. DATA PROTECTION

- 12.1 The parties shall strictly observe their respective data protection obligations, in particular those set out in the European General Data Protection Regulation and the Federal Data Protection Act ("Bundesdatenschutzgesetz"), in connection with the provision and use of the Online Services.
- 12.2 In the event that a User submits personal data to EagleBurgmann while using the services, the User shall be responsible for the relevant authorization to transmit and use the data for the intended provision of Online Services by EagleBurgmann.
- 12.3 Additional information on data protection can be found in the EagleBurgmann Privacy Policy for Online Services. The Data Privacy Policy is available: www.myeagleburgmann.com.

13. CONTRACT TERM AND TERMINATION

- 13.1 A registration and use relationship shall be effective upon submission and receipt of the registration confirmation by EagleBurgmann (see Section 5). The term of the registration and use relationship shall commence on the day of provision of the service (see Section 4.2 at date of availability of services).
- 13.2 The registration and use relationship shall apply for an indefinite period of time. and Either party shall be entitled to termination at any time, such party shall submit to the other party a termination notice 30 calendar days prior to the end of a calendar month.
- 13.3 This is without prejudice to each party's right of extraordinary termination for good cause. An extraordinary right of termination shall apply, in particular, in the event of material and/or repeated breach of fundamental contractual obligations, in particular in the event of a breach of the rules set out in Sections 5, 8,10 by the User. This is without prejudice to other rights of EagleBurgmann in relation to breaches of the User, i.e. in particular the enforcement of claims for compensation of damages.
- 13.4 In all cases, notice of termination requires the written form or electronic form.
- 13.5 EagleBurgmann shall be entitled to block the User's access to the Online Services without delay upon termination of their use and registration relationship. This is without prejudice to other entitlements to block the access as defined otherwise in these Terms of Use.

14. FINAL PROVISIONS

- 14.1 These General Terms of Use respectively the use and registration relationship are subject to the laws of the Federal Republic of Germany to the exclusion of the regulations of the UN Convention on Contracts for the International Sale of Goods (CISG) and to the exclusion of applicable conflict of laws principles.

- 14.2 The place of performance shall be the location of EagleBurgmann's registered office in Germany.
- 14.3 The exclusive place of jurisdiction for legal disputes arising out of or in connection with these General Terms of Use, or a registration and use relationship, shall be Munich. However, EagleBurgmann shall be free to have the option to sue the User in the courts competent for the User's place of business/ general place of jurisdiction.
- 14.4 Collateral agreements, amendments or supplements must be in writing to be effective. This applies *mutatis mutandis* to the waiver of this written form obligation.
- 14.5 In the event that any specific provisions of these General Terms of Use are or become invalid, this is without prejudice to the validity of the General Terms of Use as a whole. This applies accordingly to any loopholes in these General Terms of Use.

This is a convenience translation of our General Terms of Use. In case of discrepancies between the German and the English version, the German version shall prevail.

**GENERAL TERMS OF USE
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(LAST REVISED: JUNE 2021)**

EB INSTANT SERVICE

EB Instant Service provides EagleBurgmann product information, simple request function (such as for spare parts), quick access via QR code (if available) and digital note function. The product information depends on the product, but generally consists of data (e.g. material number, drawing number, base materials) and documents, (e.g. drawings, certificates, repair reports). The product information will be accessible in the logged-in or public area for data security reasons.