

TERMS OF USE



1. Scope

Use of these webpages provided by KEB Automation and/or its affiliated companies ("KEB") (referred to below as: "KEB website") is permitted solely based on these terms and conditions. These General Terms & Conditions of Use may be supplemented, modified or replaced with additional conditions in specific cases, e.g. for the purchase of products and/or services. When you log in or by using these webpages if a separate log-in is not required, you accept the application of these Terms & Conditions of Use as amended.

If the user acts as or for a company in using the KEB website, i.e. in the exercising of a commercial or independent professional activity, or for a public corporation, § 312i (1) sent. 1 no 1 - 3 of the German Civil Code (Bundesgesetzbuch - BGB) shall not apply.

2. Services

KEB provides specific information and software for retrieval or download on the KEB website, with documentation as required.

KEB is entitled to cease operating the KEB website in full or in part at any time. Due to the nature of the internet and computer systems, KEB does not accept any guarantee for the uninterrupted availability of the KEB website.

3. Registration and password

- 3.1. Some pages of the KEB website may be password-protected. In the interests of the security of transactions, access to these pages is only possible for registered users. There is no entitlement to registration by KEB. In particular, KEB reserves the right to make webpages that were previously freely accessible subject to a registration requirement. KEB is entitled to withdraw access authorisation at any time by blocking the access details without being required to give reasons, in particular if the user has (a) made false statements for registration, (b) infringed these conditions or the duties of care in handling the access details, (c) infringed the applicable law in accessing or using the KEB website or (d) has not used the KEB website for a fairly long period of time.
- 3.2. If registration is stipulated, the user is obliged to make truthful statements for registration and, in the event of any subsequent changes, to notify KEB of these immediately (where specified online). The user shall take care to ensure that he/she receives emails sent to him/her at the email address given.
- 3.3. Once registered, the user shall receive a user name and password (referred to below also as: "user data"). When accessing the website for the first time, the user shall change the password sent by KEB to a password known only to him/her. The user data allows the user to inspect and change his/her data, or where necessary to withdraw or extend any consents given to the processing of data.
- 3.4. The user shall ensure that the user data does not become accessible to third parties and is liable for all orders and other activities carried out using the user data. The user must leave the password-protected area after each use. If the user becomes aware that third parties are misusing the user data, he/she is obliged to notify KEB immediately in writing, where necessary also in advance by simple email.
- 3.5. On receipt of the notification as under section 3.4, KEB shall block access to the password-protected area using this user data. The block shall only be lifted after the user has made a separate application to KEB or has registered once more.
- 3.6. The user may request the deletion of his/her registration in writing at any time, unless deletion prevents the processing of contractual relationships already in progress. In this case, KEB shall delete all the user data and all other personal data of the user stored as soon as it is no longer required.

4. Usage rights to information, software and documentation

- 4.1. Use of the information, software and documentation provided on the KEB website is subject to these terms and conditions or, if the information, software and documentation are updated, the relevant licence conditions already agreed with KEB. Separately agreed licence conditions, e.g. for downloading software, shall take precedence over these terms & conditions.
- 4.2. KEB shall grant the user a non-exclusive and non-transferable right to use the information, software and documentation transferred on the KEB website to the extent agreed or, if nothing has been agreed, as conforms to the purpose intended by their provision and transfer by KEB.
- 4.3. Software is provided in machine-readable form free of charge. There is no entitlement to publication of the source code. Excepted from this are source codes of open source software whose licensing provisions, which have priority over these terms and conditions in the sharing of open source software, stipulate the publication of the source code. In this case, KEB shall supply the source code against reimbursement of the costs.
- 4.4. The use must not sell, lease or in any other way transfer information, software or documentation to third parties at any time. Unless mandatory statutory regulations permit otherwise, the user must not modify, reverse engineer or back-translate the software or its documentation, and he/she must not extract parts thereof. The user may make a backup copy of the software if this copy is necessary for securing future use of the software based on these Terms & Conditions of Use.
- 4.5. The information, software and documentation are protected both by copyright laws and international copyright agreements, and by other laws and agreements concerning intellectual property. The user shall observe these rights and in particular shall not remove alphanumeric identifiers, trademarks and copyright notices from the information, software or documentation or from copies thereof.
- 4.6. Sections 69a ff. of the German Copyright Act in all other respects remain unaffected.

5. Intellectual property

- 5.1. Notwithstanding the particular provisions in section 4 of these Terms & Conditions of Use, information, brand names and other content of the KEB website must not be modified, copied, reproduced, sold, leased, used, supplemented or otherwise exploited without the prior authorisation of KEB in writing.
- 5.2. Outside the usage rights or others rights expressly granted herein, no other rights of whatever kind are granted to the user, in particular rights to the company name and commercial property rights, such as patents, registered designs or brands, nor is KEB the subject of a corresponding duty to grant such rights.
- 5.3. Where the user places ideas and suggestions on the KEB website, KEB may exploit these for the development, improvement and sale of products from its portfolio without payment.

6. Duties of the user

- 6.1. When using the KEB website, the user must not infringe commercial property rights and copyrights or other proprietary rights; transmit contents with viruses, so-called Trojan horses or other programs that can harm the software; insert, store or send hyperlinks or contents for which it is not authorised, in particular if these hyperlinks or contents breach obligations of confidentiality or are unlawful; or distribute advertising or unsolicited emails (so-called "spam") or incorrect warnings against viruses, malfunctions and suchlike, or request participation in competitions, snowball systems, chain letters, pyramid games and similar promotions.
- 6.2. KEB may block access to the KEB website at any time, in particular if the user breaches his/her duties arising from these terms and conditions.

7. Hyperlinks

The KEB website may contain hyperlinks to third-party webpages. KEB does not accept any responsibility for the contents of these webpages nor does KEB appropriate these webpages and their contents, since KEB does not control the linked information and is not responsible for the content and information provided there. The user uses such websites at his/her own risk.

8. Liability for rights defects and material defects

8.1. Where information, software or documentation is transferred free of charge, any liability for rights defects and material defects in the information, software or documentation is excluded, in particular for their accuracy, freedom from errors, freedom from third-party property rights and copyrights, completeness and/or usability – other than in the case of wilful or fraudulent intent.

8.2. Information on the KEB website may contain specifications or general descriptions of the technical options of products which do not always necessarily exist in the specific case (e.g. due to product modifications). The desired performance features of the products must therefore be agreed in the specific case.

9. Other liability, viruses

9.1. The liability of KEB for material and rights defects is governed by the provisions in section 8 of these Terms & Conditions of Use. In all other respects, any liability of KEB is excluded, except in the case of mandatory liability, for example under the German Product Liability Act, due to wilful intent, gross negligence, injury to life, body and health, the undertaking of a quality guarantee, the fraudulent concealment of a defect or the breach of fundamental contractual obligations. However, compensation for breach of fundamental contractual obligations is limited to the foreseeable loss and damage typical to the contract, unless there is wilful intent or gross negligence present.

9.2. Although KEB endeavours constantly to keep the KEB website free from viruses, KEB does not guarantee its freedom from viruses. Before downloading information, software and documentation the user shall take care to protect him/herself and adopt appropriate security precautions and use virus scanners to prevent viruses on the KEB website.

9.3. The provisions of sections 9.1 and 9.2 above do not imply a change to the burden of proof to the detriment of the user.

10. Compliance with export control regulations

In sharing information, software and documentation provided by KEB with third parties, the user must comply with the relevant applicable regulations under national and international (re-)export control law. In all cases, he/she must observe the relevant (re-)export control regulations of the Federal Republic of Germany, the European Union and the United States of America when sharing such information, software and documentation.

Fulfilment of contract by KEB is on the condition that fulfilment of the contract is not prevented by any obstacles based on national or relevant international regulations of foreign trade law or embargoes and/or other sanctions.

11. Data privacy

In the collection, use and processing of personal data of users of the KEB website, KEB observes the applicable regulations under data protection law. The KEB Privacy Statement can be viewed at <https://www.keb-automation.com/data-privacy>.

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12. Supplementary agreements, jurisdiction and applicable law

- 12.1. Supplementary agreements require the written form.
- 12.2. If the user is a merchant as defined in the German Commercial Code, the place of jurisdiction is Lemgo.
- 12.3. The individual pages of the KEB website are operated by and are the responsibility of KEB Automation KG and/or its affiliated companies. The pages respect the requirements of the country concerned in which the company responsible has its registered office. KEB does not accept any responsibility that information, software and/or documentation may also be accessed or downloaded from the KEB website at locations outside the country concerned. If users access the KEB website from locations outside the country concerned, they are themselves solely responsible for compliance with the relevant regulations under the law of the country concerned. Accessing information, software and/or documentation on the KEB website from countries in which this access is unlawful is not permitted. In this case and if the user wishes to enter into business relationships with KEB, the user should contact the KEB representatives in the country concerned.
- 12.4. German law shall apply; the UN Convention on Contracts for the International Sale of Goods is excluded.