



Terms of Use for the Extranet of HIMA Paul Hildebrandt GmbH

These Terms of Use regulate the use of the document database ("Extranet") of HIMA Paul Hildebrandt GmbH (hereinafter "HIMA") on the website www.hima.com. The contents made available in the Extranet (hereinafter "Contents" or "Documents") for retrieval may be used exclusively pursuant to the following Terms of Use.

In the individual case, the Terms of Use may be complemented, modified or replaced by further terms, including, but not limited to, restrictions of use as to time, space and contents for individual Contents, and become invalid when replaced by new terms of use. By registering, you establish a contractual relationship with HIMA pursuant to these Terms of Use. You may retrieve, print out and save these Terms of Use on the website stated above at any time.

1 Contents of the HIMA Document Database

- 1.1 The HIMA Extranet is a database with diverse digital Contents that are protected by copyright or trademark law respectively. The database includes, but is not limited to, product documentation, datasheets, handbooks and software installations.
- 1.2 HIMA reserves the right to change the Contents of the HIMA Extranet, to edit, to delete individual or all Contents and/or to add new Contents at any time. The User is not entitled to specific Contents made available on the HIMA Extranet or to uninterrupted access to the HIMA Extranet.

2 Access to the HIMA Extranet

- 2.1. Access to HIMA Extranet requires prior registration; the User, however, is not entitled to claim registration. HIMA reserves the right to refuse registrations and to early terminate the contract. HIMA shall provide the User with an access possibility in the form of personal login details that consist of a user name and a password, each of which allows one login per login name at the same time. The User is responsible for keeping his or her personal login details secret and must prevent their abuse. Forwarding the login details to third parties is deemed to be abuse. In the event of abuse, HIMA is entitled to block the login details immediately.
- 2.2. The User may at any time request the deletion of his or her registration in writing, provided that the deletion will not violate the proper performance of current contractual relations. In this case, HIMA will delete any and all user data and any and all other stored personal data of the User as soon as they are no longer needed.

3 Permitted Uses

- 3.1 Any and all copyrights and trademark rights in the Contents made available on the HIMA Extranet are the property of HIMA or are exercised by HIMA. The User will adhere to these rights, which includes, but is not limited to, not to remove alphanumeric logins, trademarks, and copyright notices from the pieces of information or from the documentation or from copies thereof.
- 3.2 HIMA grants to the registered Users the non-exclusive, non-assignable right free of charge to use the Contents to the extent agreed or, if nothing has been agreed, to the extent that



corresponds to the purpose HIMA pursues with their furnishing and provision. This does not involve any acquisition of rights to the Contents itself.

- 3.3 The Contents made available may not be changed, edited, adapted or falsified otherwise. Copyright notices and other names, logos or trademarks in the material must not be removed either.
- 3.4 The User is not entitled to transfer the rights of use granted to him or her to third parties.
- 3.5 HIMA may – without giving any reasons – at any time and its sole discretion withdraw the above granted rights of use for the future, while taking into account any justified interest of the User, e.g. regarding advertising material already produced, in individual cases.

4 Compliance with Export Control Provisions

- 4.1 If the User transfers any Content provided by HIMA to a third party, the User shall comply with all applicable national and international export control regulations. In any case, the User shall comply with the export control regulations of the Federal Republic of Germany, the European Union and the United States of America when forwarding such Contents to third parties.
- 4.2 Prior to any such transfer to a third party, the User shall check and ensure, by taking appropriate measures, that
 - there will be no infringement of an embargo imposed by the European Union and/or the United States of America by such transfer or other economic resources in relation with the Contents provided by HIMA, also considering any restrictions on domestic transactions and possible circumvention of prohibition;
 - the Contents provided by HIMA are not intended for use in connection with armaments, nuclear technology or weapons, if and to the extent such use is subject to prohibition or authorisation, unless required permissions have been obtained;
 - the regulations of all pertinent sanctioned party lists of the European Union and the United States of America concerning the trading with entities, persons or organisations listed therein shall be complied with.
- 4.3 If required to enable authorisation or HIMA to conduct export control checks, the User will provide HIMA with any and all information on the end recipient, the final destination and the purpose of use of the Contents provided by HIMA and any export control restrictions applicable in this regard upon request immediately.
- 4.4 The User shall indemnify and hold harmless HIMA from and against any claim, proceeding, action, fine, loss, cost and damages arising out of or relating to User's culpable noncompliance with the above obligations under export control law and User shall compensate HIMA for all losses and expenses resulting thereof. This provision does not imply a change in burden of proof.
- 4.5 HIMA shall perform the contract subject to the proviso that the performance does not conflict with any impediments under national or international foreign trade law provisions and no embargoes and/or any other sanctions.



5 Warranty and Liability

- 5.1 The User is solely responsible for ensuring that he or she obtains or uses respectively the correct Contents and the then current version as amended from time to time for the product he or she uses.
- 5.2 The Contents contained on the HIMA Extranet may contain specifications or general descriptions of technical possibilities of products that may not always be met in the individual case (for instance, due to changes in the products). Therefore, the requested performance features of the Products must be agreed upon at purchase in the individual case.
- 5.3 The User undertakes to hold HIMA and the sister companies and subsidiaries associated with HIMA harmless of any and all damages claimed by third parties and/or official bodies against HIMA and the parent companies, associated sister companies or subsidiaries associated with HIMA due to unlawful use of the Contents provided by HIMA or the User's or its agents' (Gehilfen) use of those Contents beyond the permitted extent.
- 5.4 HIMA shall be unrestrictedly liable vis-à-vis the User for culpable injury to life, limb or health, for claims under the German Product Liability Act (Produkthaftungsgesetz) and for any other intentional or grossly negligent breach of duty. In the event of slight or normal negligence and material damage and pecuniary losses caused thereby, HIMA shall solely be liable in case of breach of fundamental obligations under the contract, whose performance is essential to facilitate proper execution of the contract and the User especially relies on the satisfaction thereof, but its liability shall be limited to the amount of the damage typically foreseeable at the time of conclusion of the contract. Any further liability for damages is – regardless of the legal nature of the asserted claim – excluded.
- 5.5 The limitations of liability above shall apply to HIMA's legal representatives (gesetzliche Vertreter), employees, and any other persons used to fulfil its obligations (Erfüllungsgehilfen) and/or vicarious agents (Verrichtungsgehilfen) as well.

6 Data Privacy

- 6.1 HIMA points out to the User that User's data are stored and processed within the scope of the purpose. HIMA shall not forward the login name and the personal details and scope of the use to third parties for data privacy reasons.
- 6.2 For the operation of the Extranet a technical recording is required, in particular the user behaviour will be logged. Therefore it is technically not feasible to shut off. By accepting the Terms of Use, the User acknowledges and agrees to the technical recording. The recorded data will not be used for any other purpose, except where express authorisation is given by the User.
- 6.3 In the event that User has signed up for the HIMA Document-Info-Service, the following data will be additionally collected and processed:
 - selected frequency
 - language selection
 - selected category of documents (type of documents and belonging to a specific product)



The collection and processing of the aforementioned data is necessary to adopt the HIMA Document-Info-Service to the individual needs of the User.

- 6.4 In addition, our Privacy Policy in the respective current version shall be applicable, and can be downloaded from <https://www.hima.com/en/privacy-policy/>

7 Supplementary Agreements, Applicable Law, Jurisdiction

- 7.1 The Terms of Use are exhaustive and complete and shall replace any and all previous written or verbal agreements and understandings. Supplementary agreements must be made in writing.
- 7.2 In the event that any provision of these Terms of Use is ineffective or non-enforceable, then the remaining provisions of these Terms of Use shall remain effective, unless the objective pursued with these Terms of Use was frustrated.
- 7.3 These Terms of Use shall be governed and construed by German law, to the exclusion of its conflict of laws rules.
- 7.4 The place of jurisdiction shall be Mannheim if the User is a merchant (Kaufmann) as defined in the German Commercial Code (Handelsgesetzbuch).

As of March 01, 2018