

## Terms of Use

### **Preamble**

The Services on the Platform “FUCHS LubelInspect Open Gear” (previously known as “FUCHS LUBRICANTS INSPECTOR”) at <https://www.fuchs-inspector.com/> (hereinafter referred to as “Platform”) are provided by FUCHS LUBRICANTS GERMANY GmbH, Friesenheimer Straße 19, 68169 Mannheim, Germany (hereinafter referred to as “FLG”) and may be used exclusively in accordance with these Terms of Use.

The Platform provides a documentation system for service on open gears. These reports, which are created by application engineers, describe the machine condition with measurement data, photos, videos, infrared images and, if necessary, comments.

Whenever a user is provided access to the Platform, these Terms of Use govern the contractual relationship between FLG and any natural and legal persons (hereinafter referred to as “Users”) using the Platform.

### **§ 1 Scope of these Terms of Use**

(1) These Terms apply exclusively to the use of the Platform; any terms conflicting with or differing from these Terms will not be accepted.

(2) These Terms apply to the entire Platform including all areas incorporated within it and those yet to be incorporated.

(3) If the use of the Platform is connected to existing contracts with another company of the FUCHS group regarding specific goods or services, only the existing contracts shall apply regarding any further obligations or liabilities.

### **§ 2 Access Authorization**

(1) The Platform can only be used if FLG has granted access. In the case of legal persons, access authorization can only be granted to authorized natural persons.

(2) To get access to the Platform, the User has to complete the registration form and either submit it to its responsible FLG contact or send it by fax to +49 621 3701-7000 or by e-mail to [flg.inspector@fuchs.com](mailto:flg.inspector@fuchs.com). By submitting the registration form, the User confirms to be authorized by the registered company to view the inspection reports for the sites indicated on the form. After checking the authorization, the user will receive the access code by e-mail.

(3) As owner of the access data, the User must ensure that only the User has access to this data. If the User fails to comply with this obligation, the User is solely responsible for any and all damages caused by third parties using the User’s access data.

(4) The User must notify FLG without undue delay of any change in the data provided during registration, including any change of his authorization to view inspection reports for the registered company’s sites.

(5) The registered company shall notify FLG without undue delay if the registered User leaves the company or is no longer authorized, in whole or in part, to view inspection reports for the company’s sites. In this case, the access rights of the registered user will be rendered inactive accordingly.

(6) Users are obliged to inform FLG immediately in the event of loss or unauthorized use of their login information.

### **§ 3 Operation and Availability**

(1) To use the Platform, the User has to enter the "User Name" and "Password" according to the access data sent by FLG.

(2) FLG aims to keep technical errors and interruptions to a minimum. However, FLG does neither guarantee nor otherwise warrant that the access or use of the Platform might not be interrupted for maintenance or development purposes as well as other disruptions.

(3) Reports that have been created by application engineers of or for FLG will be labelled with the mark "FUCHS". Any other reports carrying the mark "EXTERN" have been created by other external application engineers. Any responsibility of FLG for these reports of external application engineers is excluded.

(4) The User is obliged to perform regular data backups of any necessary data and information in the reports.

(5) FLG and its affiliated companies reserve the right to use the data in the reports in aggregated form for the purposes of providing the agreed services and improving its own products.

(6) FLG reserves the right to shut down the Platform temporarily or permanently. In case of a permanent shutdown the User and the registered company will have no more access to the reports via the Platform or otherwise.

### **§ 4 Prohibited Content and Use**

(1) Users may use the Platform only for lawful purposes. In particular, Users may not use the Platform:

- in any way that breaches any applicable local, national or international law or regulation;
- in any way that is unlawful or fraudulent, or has any unlawful or fraudulent purpose or effect;
- for the purpose of harming or attempting to harm others (and in particular minors) in any way;
- to send, knowingly receive, upload, download, use or re-use any material which does not comply with the content standards set out below; or
- to transmit any data, send or upload any material that contains viruses, Trojan horses or any other harmful programs or similar computer code designed to adversely affect the operation of any computer software or hardware.

(2) Contributions by Users must be accurate and comply with all applicable law in the Federal Republic of Germany and in any country from which they are posted. The User further agrees to examine and ensure that the content uploaded by him will be neither unlawful nor infringe the rights of third parties (including, without limitation, trademarks, copyright, any other intellectual property rights or privacy rights). In particular, the User agrees not to upload to the Platform any content which:

- infringes any copyright, database right or trademark of any other person;
- is made in breach of any legal duty owed to a third party, such as a contractual duty or a duty of confidence;
- promotes any illegal activity;
- is threatening, abuses or invades another's privacy;
- gives the impression that it emanates from FLG, if this is not the case; or
- advocates, promotes or assists any unlawful act such as (by way of example only) copyright infringement or computer misuse.

(3) Any content which is not permitted by the above criteria may likewise not be delivered and/or disseminated over the platform.

(4) FLG shall have the right without prior notice to remove from the Platform any content which is illegal or, in FLG's opinion, breaches these Terms.

(5) Where the Platform contains links to other Platforms and resources provided by third parties, these links are provided for information only. FLG has no control over the contents of those Platforms or resources and accepts no responsibility for them or for any loss or damage that may arise from their use.

## **§ 5 Termination and Restriction of the Services**

(1) Each User may terminate the use of the Platform at his own discretion. To terminate the use of the Platform, the User can send an e-mail to [flg.inspector@fuchs.com](mailto:flg.inspector@fuchs.com).

(2) FLG reserves the right to terminate the use of the Platform with a notice of two (2) weeks.

(3) Furthermore, FLG may

- warn Users
- restrict/limit use of the Platform
- temporarily block User's access
- permanently block User's access

if there is reasonable suspicion, that a User is no longer authorized, in whole or part, to view inspection reports for the registered company's sites or otherwise violates these Terms of Use. In deciding which action to take, FLG will take into account the legitimate interests of the User concerned.

## **§ 6 Liability**

(1) FLG shall not be liable for the loss of data to the extent that the damage is due to the User's or the registered company's failure to perform data backups and thereby ensure that lost data can be restored with reasonable effort.

(2) FLG shall otherwise be fully liable for damages resulting from a breach of a warranty or from harm to life, physical injury, or harm to health. The same shall apply in case of intent or gross negligence. For slight negligence, FLG shall be liable only to the extent material duties are breached, such duties resulting from the nature of the contract and being of essential importance for the attainment of the purpose of the contract. If such duties have been violated, if there has been a default and/or an impossibility, FLG's liability shall be limited to such damage/loss that is typically expected to arise

in connection with the contract. In all other cases, the liability of FLG for slight negligence is excluded. Statutory product liability shall remain unaffected.

(3) Any preclusion or limitation of FLG's liability shall also apply to the personal liability of FLG's employees, staff members, representatives, and auxiliary persons.

## **§ 7 Indemnification**

The User will indemnify and exempt FLG from all actions, such as any claim or demand, including reasonable attorneys' fees, made by a third party against FLG resulting from an infringement by the information the User submits, the use of the Platform or any violation by the User of these Terms of Use.

## **§ 8 Final Provisions**

(1) FLG reserves the right to amend these Terms of Use at any time. FLG shall give due notice of any amendments of these Terms of Use to the User. If the User does not object to the applicability of the revised Terms of Use within two (2) weeks after receipt of said notice, the amended Terms of Use shall be deemed to be accepted by the User. FLG will inform the User via E-Mail about the new Terms of Use, about the User's right to object and about the relevance of the objection deadline in said notice.

(2) If any provision of these Terms of Use is, for any reason, invalid and/or unenforceable, the remaining provisions shall continue to be valid and enforceable to the fullest extent permitted by law. The provision no longer applicable shall be replaced by another provision which comes as close as possible to the economic purpose of the invalid provision. This shall apply accordingly in case these Terms of Use contain a regulatory gap.

(3) These Terms of Use and the contractual relationship between FLG and the User shall be governed by the Laws of Germany, excluding the conflicts of law provisions and the provisions of the United Nations Convention on Contracts for the International Sale of Goods. Place of jurisdiction is Mannheim, Germany.

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