

## Terms of Use

### 1. Scope

#### 1.1

These Terms of Use govern the use of all websites provided by VANDERBILT GmbH and or any of its subsidiaries ("VANDERBILT") (hereinafter referred to as "VANDERBILT Website") which is only permitted in accordance with these Terms of Use. These general Terms of Use may, in individual cases, be expanded, modified or replaced by further Terms and Conditions, e.g. for the purchase of products and/or services. These Terms of Use are deemed accepted on log-in, or where no log-in is required, from the beginning of use.

#### 1.2

Insofar as the use of the VANDERBILT Website is done by or for a company, i.e. for commercial or professional purposes, or on the part of a public body, the German Civil Code does not apply.

#### 1.3

For web offers aimed at companies or public bodies, the company or entity in question is represented by the User and is responsible for the User's actions and knowledge.

### 2. Services

#### 2.1

VANDERBILT provides specific information and software, along with the required documentation on the VANDERBILT Website for viewing or download.

#### 2.2

VANDERBILT is entitled to partially or wholly discontinue operation of the VANDERBILT Website at any time. Due to the nature of the internet and computer systems, VANDERBILT cannot guarantee uninterrupted availability of the VANDERBILT Website.

### 3. Registration, Password

#### 3.1

In the interests of security, some of the VANDERBILT Website pages may be password protected with access only available to registered commercial Users. VANDERBILT reserves the right to refuse registration, and to subject previously freely accessible pages to a registration requirement. VANDERBILT may revoke access at any time without cause by blocking the access data, in particular

- if the User provided false information on registration,
- violates these Terms or neglects a duty of care with regard to access data,
- violates any applicable law in accessing or using the VANDERBILT Website, or has not used the VANDERBILT Website for a prolonged period of time.

#### 3.2

Where registration is required, the User must provide truthful information and inform VANDERBILT immediately (where possible: online) of any subsequent changes to that information. On registration, the User must select a User Name, provide an email address and ensure that email address is current at all times and able to receive emails.

#### 3.3

The User will be given a password for the User Name chosen (hereinafter "User Data"). The User must change the password given by VANDERBILT to a password of the User's own choosing on first access. User Data enables the User to view said data and modify, revoke or expand any permissions granted for data processing.

#### 3.4

The User must ensure that User Data is not shared with or accessible to third parties and is liable for all activity carried out under the User's User Name. The User must log out of the password protected area after each use.

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Should the User become aware that third parties are misusing the User Data, the User must inform VANDERBILT immediately in writing, and by email where possible.

### 3.5

Upon receipt of notice in accordance with Paragraph 3.4, VANDERBILT will block access to the password protected area for the User Data reported. Access to the password protected area will only be restored following a specific request from the User or upon new registration.

### 3.6

The User may request the deletion of registration in writing at any time, provided that this deletion does not preclude commercial transactions already in process. Should this be the case, VANDERBILT will delete all User Data and all other stored personal data as soon as these are no longer required.

## 4. Terms of Use for Information, Software and Documentation

### 4.1

Use of the information, software and documentation provided on the VANDERBILT Website is subject to these conditions, or for information, software or documentation updates, subject to those license terms previously agreed with VANDERBILT. Any separately agreed license terms e.g. software downloads, shall prevail over these terms.

### 4.2

VANDERBILT grants the User a non-exclusive and non-transferable right to use the information, software and documentation provided on the VANDERBILT Website to the extent agreed, or where no agreement exists, to the extent appropriate for the purpose pursued by VANDERBILT in providing making the material available.

### 4.3

As part of the [website](#) any software shall be made available to the registered user in a machine-readable form for download free of charge under the relevant conditions. Download does not include a right to the source code. This excludes source code taken from Open Source Software, with its own license conditions that take priority over these Terms of Use and require issuance of the source code. In this case, VANDERBILT will make the source code available in return for the reimbursement of costs.

### 4.4

The User may not transfer, rent or provide any of the information, software or documentation to a third party. Unless otherwise required by law, the User may not change, reverse engineer or decompile any part of the software or its documentation. The User may create a back-up copy of the software solely when this is required to secure future use in a manner consistent with these Terms of Use.

### 4.5

The information, software and documentation are protected by copyright laws and international copyright agreements as well as by the laws and agreements pertaining to intellectual property. In observance of these laws, the User shall refrain from removing any alphanumeric code, marks or copyright notices from the information, software or documentation or from any copies made thereof.

### 4.6

§§ 69a et seq. German Copyright Act (Urheberrechtsgesetz) remain unaffected.

## 5. Intellectual Property

### 5.1

Notwithstanding the specific provisions of Paragraph 4 of these Terms of Use, the information, brand names and other content of the VANDERBILT Website may not be altered, copied, reproduced, sold, rented, used supplemented or otherwise exploited without explicit prior written permission from VANDERBILT.

### 5.2

The User is not granted any further rights of any kind beyond those explicitly listed in these Terms of Use, particularly not to the company name or any industrial property rights such as patents, utility patents or grants, nor

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is VANDERBILT under any obligation to grant such rights.

5.3  
VANDERBILT may use any ideas or suggestions provided by the User on the VANDERBILT Website free of charge for the development, improvement and sales of products from its portfolio.

### 6. User Obligations

6.1  
When using the VANDERBILT Website, the User may not:

- Do damage to, or infringe on the personal rights of any person, in particular minors;
- Engage in conduct that is in breach of moral standards;
- Infringe commercial property rights, intellectual property rights or other proprietary rights;
- Transmit viruses, Trojan horses or other programming that may damage the software;
- Insert, save or send unauthorized hyperlinks or content, particularly where these hyperlinks or content violate confidentiality obligations or are illegal; or
- Spread advertising or unsolicited emails ("spam") or false information regarding viruses, malfunctions and the like or to call for participation in any lottery, snowball system, chain letter, pyramid scheme or similar activity.

6.2  
VANDERBILT may block access to the VANDERBILT Website at any time, particularly when the User has breached any of these conditions.

### 7. Hyperlinks

Our offers contain links to external third party websites, over whose content we have no influence, and for which we cannot therefore assume any responsibility. The content of external sites will always be the responsibility of the provider of that specific website. All links were checked for any potential violations of law at the time of inclusion however we cannot be reasonably expected to conduct a continuous and ongoing monitoring of linked pages without any concrete evidence of a violation of law. Once we become aware of any violations, we will immediately remove the relevant link.

### 8. Liability for Material and Legal Defects

8.1  
Where information, software and documentation are provided free of charge, liability for any material or legal defects, particularly regarding accuracy, correctness, freedom from third party intellectual property rights and copyrights held by third parties, completeness and/or usefulness is excluded, except in cases of wilful misconduct or malice.

8.2  
The information on the VANDERBILT Website may contain specifications or general descriptions of the technical capacity of products, which may not always be current (e.g. due to product changes). For these individual cases, the desired product features shall therefore be agreed on purchase.

### 9. Other Liability, Viruses

9.1  
VANDERBILT accepts liability for material and legal defects in accordance with Paragraph 8 of these Terms of Use. In addition, VANDERBILT does not accept any liability unless required e.g. by the product liability law, due to

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wilful intent, gross negligence, injury to life body or health, due to the assumption of a guarantee, due to fraudulent concealment of a defect or a due to a material breach of contract. Damages for material breach of contract are however limited to the typical, foreseeable damages in the absence of wilful misconduct or gross negligence.

### 9.2

Although VANDERBILT makes every endeavour to keep the VANDERBILT Website free of viruses, VANDERBILT cannot guarantee freedom from viruses. Before downloading information, software, and documentation, the User is advised to install appropriate virus management measures and scanners to protect themselves and prevent viruses on the VANDERBILT Website.

### 9.3

The provisions contained in Paragraphs 9.1 and 9.2 do not involve a shift of the burden of proof to the disadvantage of the User.

## 10. Compliance with Export Control Regulations

### 10.1

The User must observe the applicable provisions of national and international (re) export control law in the disclosure of information, software or documentation provided by VANDERBILT to third parties. Any such discloser must observe the (re) export control regulations of the Federal Republic of Germany, the European Union and the United States of America.

### 10.2

Prior to such disclosure, the User must specifically check and take appropriate measures to ensure that

- any such disclosure to third parties or the provision of other commercial information in conjunction with information, software and documentation provided by VANDERBILT does not contravene any embargo put in place by the European Union, the United States of America and/ or the United Kingdom, including restrictions placed on internal transactions or circumvention of such restrictions;
- the information, software and documentation provided by VANDERBILT shall not be used for any illegal purpose, or any purpose related to armaments, nuclear energy, weaponry or other military use requiring authorisation unless that authorisation has already been granted;
- all sanctions put in place by the European Union and the United States of America regarding international trade with specific companies, persons or organisations are observed.

### 10.3

Where the implementation of export control checks is required by the authorities or by VANDERBILT, the User must, upon request, immediately provide VANDERBILT with access to all information regarding the end receiver, the final destination and the purpose for which the information, software and documentation provided by VANDERBILT shall be used, as well as the applicable export control restrictions.

### 10.4

The User fully indemnifies VANDERBILT against all and claim from government authorities or other third parties arising from non-compliance with existing export control regulations by the User. The User shall compensate VANDERBILT for all losses and expenses resulting thereof, unless the User was not at fault for such non-compliance. This does not include a reversal of the burden of proof.

### 10.5

VANDERBILT's obligation to fulfil an agreement is subject to the proviso that it is not impeded by any national or international foreign trade or customs requirements, or any embargoes or other sanctions.

## 11. Data Privacy Protection

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For the collection, use and processing of the User's personal data, VANDERBILT shall comply with applicable laws for data privacy protection and the VANDERBILT Privacy Policy, available per hyperlink on the [VANDERBILT Website](#).

### 12. Supplementary Agreements, Place of Jurisdiction, Applicable Law

#### 12.1

Any supplementary agreements must be made in writing.

#### 12.2

Where the User is a merchant in terms of German Commercial Code (Handelsgesetzbuch), the place of jurisdiction shall be Germany.

#### 12.3

The individual pages of the VANDERBILT Website are operated and administered by VANDERBILT GmbH. VANDERBILT makes no representation that the information, software and/or documentation contained in the VANDERBILT Website may be accessed or downloaded from locations outside of the country where that company is registered. Users who access the VANDERBILT Website from outside that country are exclusively responsible for compliance with all local laws. Accessing information, software and/or documentation on the VANDERBILT website from countries in which its use is impermissible by law is prohibited. In this case, and where the User seeks to enter into a business relationship with VANDERBILT, the User should contact a VANDERBILT representative in that particular country.

#### 12.4

The law of the Federal Republic of Germany shall apply. The application of the United Nations Convention on Contracts for the International Sales of Goods (CISG) is excluded.