

Terms of use for the KAESER Collaboration Platform

A. Scope of application, registration, duration

1. Scope of application

- 1.1. KAESER KOMPRESSOREN SE of Carl-Kaesar-Str. 26, 96450 Coburg, Germany ("KAESER") operates a free online service for its commercial partners under the domain <https://platform.kaeser.com> (hereinafter referred to as "KCP"). The information and applications made available for use on the KAESER Collaboration Platform (hereinafter referred to collectively as "Services") shall be subject to these terms of use.
- 1.2. The delivery or ordering of goods and services are subject to a separate set of KAESER terms and conditions. In the event of any contradictions or inconsistencies, the following terms and conditions shall take precedence over these terms of use:
 - [General terms and conditions of the KAESER Online Shop](#)
 - [Terms of use for KAESER Kompressoren SE's KAESER Service Shop \(KSS\)](#)
 - [General terms and conditions \(T&C\) for courses, training and workshops offered by KAESER Kompressoren SE](#)
 - [Terms of service](#)
 - SAP-SNC (Supply >Network Collaboration) – Supply agreement.

2. Registration and access authorisation

- 2.1. The KCP and associated services are intended for the exclusive operational usage of commercial partners within the framework of their collaboration with KAESER. Such collaboration is therefore a prerequisite for access authorisation on the part of commercial partners and their users.
- 2.2. Access to the KCP requires the registration of the commercial partner and its respective users, plus the personal log-in of the individual user. By registering him/herself, the user undertakes to comply with these terms of use. There shall be no legal entitlement to registration by KAESER.
- 2.3. The registration of a legal entity or partnership may only be performed by an actual person with the authorisation to represent them. For the purposes of registration, the commercial partner shall be obliged to provide full and accurate information regarding the company and its authorised users and to notify KAESER immediately regarding any subsequent changes to this information.
- 2.4. Upon successful registration, the user shall receive a username by E-mail and must then create a password during their initial log-in (user information).
- 2.5. It is not permitted to pass on an access authorisation to a third party.
- 2.6. A user's access authorisation shall cease to be valid if the user leaves the services of the commercial partner.

3. Duration; Blocking and termination

- 3.1. The user relationship shall last for an indefinite period and may be terminated by either party at any time. Any such termination must be provided in writing.
- 3.2. Should the commercial partner terminate the user relationship, the termination shall apply to the access authorisations for all the associated users. The same shall apply in the case of a termination by KAESER.
- 3.3. In the event of termination of the user relationship or removal of access authorisation, KAESER shall block access permanently and delete the relevant user information, provided that no statutory obligations apply in relation to data storage.

4. Modifications to terms of use; Severability clause

- 4.1. KAESER reserves the right to modify these terms of use at any time. In such cases, KAESER shall inform the user of the modifications at the time of log-in. The modified terms of use shall come into effect when the user declares their acceptance of them or continues to use the KCP and associated services without objection.

- 4.2. In the event that individual or multiple provisions within these terms of use are or become invalid, this shall not affect the overall validity of the remaining provisions. Statutory regulations shall apply in place of the invalid provision(s). The same shall apply in the event of an inadvertent omission.

B. Services

5. Type and scope of services

- 5.1. The technical prerequisites for usage of the KCP shall be provided by the user. These most up-to-date version of these can be accessed at any time under https://idpp.kaeserglobal.kaeser.com/public/KCPHelp_EN.html.
- 5.2. Use of the KCP and associated services is fundamentally free of charge to the user. This shall not apply if and insofar as a different agreement has been concluded with regard to services or on a separate contractual basis.
- 5.3. The KCP and all related services and content have been meticulously developed and are updated on a continuous basis. In spite of these measures however, errors may occur. The provision of services shall constitute neither an obligation to provide consultancy on the part of KAESER, nor a contractual agreement regarding the quality or characteristics of KAESER products or services. This shall apply in particular to the use of services in connection with the KAESER Toolbox. The above terms shall not apply if and insofar as the parties use the services as intended and unconditionally for the purpose of concluding a contract for the manufacture or delivery of goods.
- 5.4. KAESER reserves the right to make improvements or modifications to the services and other content of the KCP at any time and without notice.
- 5.5. Use of the KCP and associated services is dependent upon the current technical circumstances. KAESER may temporarily restrict use of the services should this be necessary with regard to capacity limits, the security or integrity of its servers or for carrying out technical measures, where these serve to ensure the proper or improved availability of the services (maintenance work). In this, KAESER shall take the interests of the user into account.
- 5.6. KAESER shall be entitled to discontinue operation of the KCP or individual services, in whole or in part. KAESER shall inform the user accordingly in a timely manner.
- 5.7. KAESER shall be entitled to transfer its rights and obligations with regard to this user relationship, in whole or in part, to a third party upon serving a minimum of four weeks' notice.

6. Responsibilities of the user

- 6.1. The following obligations shall be incumbent upon the user for the duration of the user relationship:
- 6.1.1 To take all reasonable precautionary measures for the protection of their user information from unauthorised access. Please refer to "[Information on using the KAESER Collaboration Platform](https://idpp.kaeserglobal.kaeser.com/public/KCPHelp_EN.html)" (https://idpp.kaeserglobal.kaeser.com/public/KCPHelp_EN.html);
- 6.1.2 To log out of the password-protected area correctly at the end of each session;
- 6.1.3 To notify KAESER immediately in the event that user information is obtained by third parties;
- 6.1.4 Without prejudice to Clause 8, in the event of a claim by third parties due to content posted by the user, to provide KAESER immediately, truthfully and completely with all information necessary for examination of the claims and the mounting of a defence;
- 6.1.5 To back up their own individual content themselves on storage media other than the KCP. Certain services (e.g. Smart Engineering Cockpit) provide corresponding functions for the securing of one's own content.
- 6.2. The user shall be prohibited from:
- 6.2.1 Violating these terms of use or any statutory regulations in the course of their usage;
- 6.2.2 Gaining unauthorised access to services or networks within the framework of the KCP or attempting to do so, regardless of the means;
- 6.2.3 Violating the personal rights of individuals or the industrial property rights and/or copyrights or any other property rights of KAESER or third parties;
- 6.2.4 Using devices, mechanisms, software or any other technology or content that may impair the function of the KCP and associated services;

- 6.2.5 Taking action that could result in unreasonable or excessive load on the technical infrastructure of the KCP;
- 6.2.6 Making the KCP or associated services (including data) accessible over the Internet or reproducing data from the KCP for commercial purposes.
- 6.3. Without prejudice to any other rights, KAESER reserves the right to block access to the KCP and associated services at any time should the user violate their obligations.

7. Intellectual property and right of use

- 7.1. The content provided – including texts, programmes, databases, documentation, photographs, video and audio clips, as well as any other graphic elements, names, brands or logos – shall remain the property of KAESER or its licensors and shall be protected by national and international copyright, database, brand, trademark and/or any other industrial property rights.
- 7.2. KAESER shall grant users a non-exclusive, fully revocable, non-transferable and non-sublicensable right to access the KCP and the content provided therein online, and to use the same for their own purposes. Any other type of use shall require express prior approval from KAESER in writing.

8. Indemnity

- 8.1. The user shall release KAESER from all claims asserted by other users or third parties against KAESER arising from the infringement of their rights through content posted by the user whilst utilising KCP services.
- 8.2. In keeping with this indemnity, the user shall also bear the costs of any necessary legal defence on the part of KAESER, including all court costs and legal fees at the statutory rate. This shall not apply in the event that the user is not responsible for the violation.

9. Data protection

Information regarding the processing of personal data and the rights of concerned parties is provided in the applicable data protection notice. These can be viewed at any time via the KCP.

C. Liability and miscellaneous conditions

10. Liability

- 10.1. KAESER shall assume liability only in the event of malicious intent or gross negligence, regardless of the legal basis.
- 10.2. In cases of ordinary negligence, KAESER shall assume liability only:
 - 10.2.1 For damages arising from injury to life, limb or health;
 - 10.2.2 For damages arising from the violation of an essential contractual obligation, limited to compensation for foreseeable and typical damage. Essential contractual obligations are those that must be fulfilled in order to ensure proper execution of the contract, compliance with which the distributor regularly can be relied upon and themselves rely upon.
- 10.3. The aforementioned limitations of liability shall not apply in the event that KAESER has maliciously concealed a defect or has undertaken a guarantee for the quality of the goods. KAESER's liability in accordance with product liability law shall not be affected.

11. Ancillary agreements, applicable law and court of jurisdiction

- 11.1. Ancillary agreements must be made in writing.
- 11.2. This agreement shall be governed exclusively by the laws of the Federal Republic of Germany, to the exclusion of the UN CISG.
- 11.3. Court of jurisdiction is Coburg, Germany, if the user is a merchant as defined in the German Commercial Code. Any exclusive court of jurisdiction shall remain unaffected.

12. Contract language; Codes of conduct

- 12.1. The contract language shall be German.
- 12.2. KAESER shall not submit to any code of conduct.