

General terms and conditions and terms of use

Section 1 Provider of the application

The MyDÜPERTHAL application is offered by DÜPERTHAL SICHERHEITSTECHNIK GMBH & CO. KG, Frankenstraße 3, 63791 Karlstein, hereinafter referred to as DÜPERTHAL.

Contact details and legal information about the provider:

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Represented by: the management: Franz-Josef Hagen, A. Robert Hanning
Aschaffenburg Local Court HRA No. 3229

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By concluding the contract for the use of the MyDÜPERTHAL application, the customer agrees to these General Terms and Conditions.

Section 2 Service content of the application and available versions

(1) With the MyDÜPERTHAL application, DÜPERTHAL provides an aid/tool for the digitalised management of hazardous substances. The subject matter of the contract in this respect is the provision of software by DÜPERTHAL for use by the customer via a remote data connection.

(2) Access to the MyDÜPERTHAL application is exclusively browser-based. The application software remains on the provider's server. DÜPERTHAL shall not be responsible for establishing and maintaining the data connection between the customer's IT system and the transfer point operated by DÜPERTHAL.

(3) Each customer may create a number of users in line with the schedule of prices and services within the framework of the specified permissions/roles concept.

(4) Master data on locations, rooms, storage facilities, hazardous substances and auxiliary materials can be configured and stored. Stocks can be assigned to all master data in the stock management function. The information assigned to the stocks is stored in a database and is available to all users of the respective customer in the team on demand at any time.

(5) The available packages and extensions can be found in the current schedule of prices and services.

Section 3 Technical provision, data storage, availability and service restrictions

(1) The MyDÜPERTHAL application shall be operated on the systems of DÜPERTHAL or at qualified sub-service providers selected by DÜPERTHAL. Only the published version and the provided interfaces and extensions are available.

(2) DÜPERTHAL shall be entitled to modify the scope of services (e.g. in the case of updates or upgrades) or to temporarily restrict or discontinue them if and to the extent that this is necessary due to a court decision or an official measure, to ensure data protection, to prevent illegal or improper use or to improve performance.

(3) DÜPERTHAL shall furthermore be entitled to modify the scope of services (e.g. in the case of updates or upgrades) or to temporarily restrict or discontinue them if and to the extent that this is necessary due to necessary maintenance and installation measures.

(4) In this respect, DÜPERTHAL shall always reduce any restrictions pursuant to paragraphs (2) and (3) to a minimum and eliminate them as quickly as possible.

(5) Insofar as service restrictions, in particular temporary disruptions or interruptions of the services are due to force majeure, DÜPERTHAL shall be released from the provision of services for the corresponding period without this forming the basis for any claims on the part of the customer.

(6) In this respect, force majeure shall be deemed to be all unforeseeable, unavoidable obstacles to performance beyond DÜPERTHAL's control for which DÜPERTHAL is not responsible. These events include, in particular, forces of nature, fire, industrial action (so-called strike; also in involved third-party companies), restrictions, ordinances, general orders or administrative acts to combat or prevent the spread of a pandemic, such as in the case of the coronavirus and an interruption of the power supply.

(7) DÜPERTHAL shall otherwise provide the customer with the MyDÜPERTHAL application with an availability of 99.5 % on a monthly average.

(8) DÜPERTHAL may, with the customer's consent, interrupt the provision of services in order to carry out maintenance work for a period of time specified in advance which results in a lower availability than that defined in paragraph (7). The customer shall only refuse consent if there is a justified interest in doing so. These periods as well as the periods resulting from paragraphs (2), (3) and (5) shall not be taken into account in the calculation of the availability quota.

(9) The customer shall be able, via the access provided for him by Düperthal to the MyDÜPERTHAL application, to store information and data on Düperthal's systems which he can access and manage in connection with the use of the MyDÜPERTHAL application (e.g. master and inventory data). Düperthal shall in this respect only owe the provision of storage space for the use of the MyDÜPERTHAL application by the customer. Düperthal shall not be subject to any custody or safekeeping obligations with regard to the data transmitted and processed by the customer. The customer shall be responsible for compliance with the retention periods under

commercial and tax law. Düperthal shall perform a backup of the customer's data every workday on the data server during the term of the contract.

(10) Düperthal shall not be obliged to hand over to the customer a copy of the customer's data stored on the storage space allocated to him or of the master data stored. Insofar, availability and access are only granted via online access to the application. Data release is optional taking into account the technical possibilities of Düperthal and at the customer's expense.

(11) Düperthal shall delete the customer's existing productive data (i.e. data stored in the MyDÜPERTHAL application) 14 days after the termination of the contract without further notice, unless the customer informs Düperthal within this period that he would like an optional data backup and/or data transfer subject to costs taking into account Düperthal's technical possibilities and at the customer's expense.

Section 4 General duties and obligations of the user

(1) The customer shall establish a data connection between the workstations intended for use by him and the data transfer point currently defined by Düperthal at his own expense. Düperthal is entitled to redefine the data transfer point if this is necessary to enable the customer to use the application.

(2) The customer shall also ensure that the hardware and software used by him, including workstation computers, routers and data communication equipment, comply with the minimum technical requirements for the use of the software version currently offered. Insofar as Düperthal does not specify any concrete technical requirements and minimum requirements in this respect, the customer shall in any case ensure the respective state of the art with regard to his own IT equipment. The recording of inventories also always requires terminals with an integrated camera or camera function or a corresponding connection to a camera.

(3) The customer shall ensure that the users authorised to use the application software are familiar with the operation of the software.

(4) The customer shall be responsible for making his own data backups of the data and information he stores in the MyDÜPERTHAL application which go beyond the basic backup provided by Düperthal. Düperthal performs a daily backup, which is always kept available for seven days. After the seventh day, the respective backup is deleted.

(5) The customer is moreover responsible for compliance with the legal requirements of his use and communication behaviour as well as the content published and provided by him. This applies in particular to obtaining and documenting any necessary consent from third parties within the meaning of Art. 6 para. 1 letter a of the GDPR as well as further documentation and information obligations under data protection law. Düperthal shall not review or assume any liability for the contents processed, stored, published and distributed by the customer or the users on the portal or with the MyDÜPERTHAL application.

(6) The customer is not entitled to allow third parties to use the MyDÜPERTHAL application. Third parties are not those who are vicarious agents of the customer and use the services free of charge, such as employees of the customer and freelancers within the framework of the contractual relationship.

(7) In this respect, the customer shall inform the users created by him accordingly with regard to the aforementioned regulations, duties and obligations and subject them to these regulations.

Section 5 Registration, conclusion of contract, fees and duration

(1) The offer to use the MyDÜPERTHAL application is exclusively available to business operators. Contracts cannot be concluded with consumers. A business operator within the meaning of the preceding sentence is an individual or a legal entity or a partnership with legal capacity which, when concluding the contract, acts in the exercise of his commercial or independent business activity.

(2) Furthermore, the possibility to register for the use of the MyDÜPERTHAL application as well as the associated platform does not constitute an offer but only an invitation to submit an offer for the conclusion of a contract (so-called invitatio ad offerendum). By registering, the customer makes an offer to conclude a contract for the use of the MyDÜPERTHAL application. This offer by the user can be accepted by Düperthal by creating and activating a user account and providing the corresponding services. With this acceptance, the contract between the customer and Düperthal is concluded. Düperthal is therefore not obliged to conclude the contract.

(3) The fees, billing modalities and terms as well as the scope of services are set out in the schedule of prices and services.

Section 6 Düperthal's rights

The customer grants Düperthal the right to reproduce the data to be stored by Düperthal for the customer, insofar as this is necessary for the provision of the services due under this contract. He is also entitled to keep the data in a backup computer centre. In order to eliminate malfunctions, Düperthal shall also be entitled to make changes to the structure of the data or the data format.

Section 7 Liability for defects

(1) If the services rendered by Düperthal are defective because their suitability for the contractual use is substantially diminished, Düperthal shall be liable for quality and title defects in accordance with the statutory provisions. Liability for damages regardless of fault for defects that were already present at the time of conclusion of the contract is excluded.

(2) The customer shall immediately report defects to Düperthal via the communication channels offered by Düperthal.

(3) In all other respects, the statutory law on liability for defects shall apply, unless otherwise stated in these general terms and conditions.

Section 8 General liability

(1) Düperthal shall generally not be liable for damage caused by an interruption of operations or restrictions of the platform or the MyDÜPERTHAL application within the scope of free use (e.g. within the scope of a test phase), unless the intervention was operations-related and caused by Düperthal intentionally or through gross negligence. Operations-related interventions do not include, in particular, impairments that arise in connection with update, repair or maintenance work on the platform or the app.

(2) Düperthal shall only be liable in case of its own intent and gross negligence as well as intent and gross negligence of its own representatives and vicarious agents. Apart from that, Düperthal shall only be liable according to the Product Liability Act, the GDPR (in particular section 82 GDPR) and if and to the extent that Düperthal has fraudulently concealed a defect or has assumed a corresponding guarantee.

(3) Düperthal's liability in cases of gross negligence shall, however, be limited to the foreseeable damage typical for the contract. Damages of a maximum of EUR 12,500.00 shall be deemed to be typical and foreseeable for the contract.

(4) Düperthal's liability is otherwise excluded.

(5) Contributory negligence on the part of the user shall be taken into account.

(6) The above limitations shall not apply in the event of culpable injury to life, body or health caused by Düperthal.

(7) The above restrictions shall also not apply to damages arising from the negligent breach of material contractual obligations. Material contractual obligations are those obligations which the contract imposes on Düperthal according to its content in order to achieve the purpose of the contract, the fulfilment of which consequently enables the proper performance of the contract in the first place and compliance with which the user may regularly rely on. If, however, there is no gross negligence, Düperthal's liability shall be limited to the foreseeable damage typical for the contract. Damages of a maximum of EUR 12,500.00 shall be deemed to be typical and foreseeable for the contract.

(8) The above liability provisions shall also apply with regard to Düperthal's vicarious agents and legal representatives.

(9) The customer shall be responsible for the data backup of the data processed by him via the MyDÜPERTHAL application with regard to a data security level exceeding that set out in Section 4 para. 3 of these general terms and conditions. This also applies in particular to any personal data concerned.

(10) Düperthal assumes no responsibility and no liability for the content, data and/or information published or processed by the customers and/or users within the MyDÜPERTHAL application or the platform. In this respect, this also applies to content on linked external websites.

Section 9 Amendment of the terms of contract

Unless already regulated otherwise, Düperthal shall be entitled to amend or supplement these contractual terms and conditions, provided that the customer is notified of the amendments or supplements in text form at least six weeks before they take effect and the customer does not object to the amendments or supplements to the contractual terms and conditions with a notice period of one week to the time when the amendments or supplements are intended to take effect. This objection must be made in text form. If the customer does not object, the amendments or additions to the contractual terms and conditions shall be deemed to have been approved by him. Düperthal shall specifically draw the customer's attention to the intended significance of his conduct with the notification of the amendments or supplements to the contractual terms.

Section 10 Payment processing

Payment is processed via the payment service provider Mollie B.V. Further information on this and the possible payment methods can be found in the schedule of prices and services and/or the purchase procedure.

Section 11 Term of contract

- (1) The contract runs for an indefinite period, with a notice period of 3 months to the end of the month.
- (2) The right to terminate for good cause remains unaffected.
- (3) Any termination must be in text form.

Section 12 Infringement, extraordinary right of termination and special right of termination

If the user violates the terms of this agreement or misuses the portal or the MyDÜPERTHAL application, Düperthal may in this respect discontinue the services with immediate effect and/or block the customer's account. In this situation, Düperthal shall also be entitled to a possible further extraordinary right of termination and a possible claim for damages.

Section 13 Copyright

The compiled contents of the MyDÜPERTHAL application are database works specially created by Düperthal, inter alia, within the meaning of Sections 4 para. 2, 87a para. 1 of the Copyright Act (UrhG). The associated programmes are protected by Sections 69a and the following pages of the Copyright Act.

Düperthal is the rights holder with regard to the source code as well as all other elements of the MyDÜPERTHAL application, in particular with regard to the rights of use and ancillary copyrights to content and documents, unless these are expressly provided by third parties.

Section 14 Final provisions

(1) As a matter of principle, the customer's general terms and conditions shall not apply to this contract. This also applies if such conditions are not expressly contradicted.

(2) The place of performance is Karlstein. The law of the Federal Republic of Germany shall apply exclusively, to the exclusion of the UN Convention on Contracts for the International Sale of Goods. If the user is a trader, the exclusive place of jurisdiction is Karlstein.

(3) Should individual provisions of these general terms and conditions be or become invalid in whole or in part, this shall not affect the validity of the remaining provisions. In this case, the parties undertake to replace the invalid provision with a valid provision that comes as close as possible to the economic purpose of the invalid provision. The same applies to any gaps in the agreements.

End of the general terms and conditions/terms of use

Version of the general terms and conditions: 1.5

General terms and conditions last revised: 03 February 2022