

## Terms of Use of Linde Virtual Showroom

Linde Material Handling GmbH, Carl-von-Linde-Platz, 63743 Aschaffenburg, Germany (“LMH”) offers the use of “Linde Virtual Showroom” (“Service”), a mobile software application, to users (each a “User” and jointly the “Users”).

### 1. General

- 1.1. The use of the Service is solely subject to this general terms and conditions (“GT&Cs”). The current version of the GT&Cs is available under <https://www.linde-mh.com/en/Legal-Notes/Terms-of-use/>. In case of a change of these GT&Cs, such change will be published not later than four weeks prior to the respective effective date. The changes will become integral part of the agreement between LMH and the User, permitting the use of the Service, unless the User contradicts to such changes.
- 1.2. No other general terms & conditions, including but not limited to the Users’ general terms and conditions, shall become part of the agreement between LMH and the User respect to the Service even if LMH does not explicitly contradict to general terms and conditions presented to it.

### 2. Establishment of the Contract and General Access to the Service

By accepting the GT&Cs, the User accepts the offer of LMH to establish this agreement with respect to the Service.

### 3. Scope of Service

- 3.1. The Scope of the Service is described in detail under “Scope of Service” together with the term of the Service.
- 3.2. Unless agreed otherwise, the relevant services to be rendered by LMH shall solely stem from the Scope of Service and be rendered as services within the meaning of section 611 BGB.
- 3.3. LMH shall be entitled to modify the Scope of Service for substantial reasons, in particular due to new technical developments, changes of relevant jurisdiction or other comparable reasons. To the extent that a change in the Scope of Service jeopardizes the contractual balance between LMH and the User, LMH shall refrain to implement such change. Apart from the before mentioned scenarios, changes to the Scope of Service require the consent of the User.

### 4. Obligations to Cooperate

- 4.1. The Users’ obligations for cooperation or the requirements for the delivery of the Service (technical requirements as well as required configurations) are detailed in the Scope of Service.
- 4.2. The Users shall cooperate free of charge. If the Users fail to or do not cooperate timely, the rendering of the Service shall be postponed accordingly.

## 5. Entitlement of LMH

- 5.1. LMH shall be entitled to any and all rights with respect to the Service and corresponding information thereof, including its configuration, in particular with respect to copyrights, inventions, databases and technical property rights. The same applies to usage data derived from the Service by use of the User ("Usage Data") and any kind of documentation with respect to the Service provided by LMH.
- 5.2. LMH will make use of Usage Data in pseudonymized form for its own business purposes.

## 6. Licenses

- 6.1. Unless agreed otherwise and subject to the full payment of any fees due for the Service, LMH grants to the User a non-exclusive, non-transferable license to the Service in its compiled state (without extending to the source code) for the Users' business purposes for the term of this agreement.
- 6.2. In case, User uploads copyright-protected material via the Service, User grants LMH a royalty-free, non-exclusive right to use the copyright-protected material for the provision of the Service. User represents and warrants to be entitled to dispose of the copyright-protected material.

## 7. Liability

- 7.1. LMH's liability for damages caused intentionally or gross negligently by LMH, its legal representatives or agents or in case of any injury to life, physical integrity or health shall be unlimited.
- 7.2. In case of a breach of contractual obligations by LMH, which are required for the proper execution of this agreement and which the Distributor particularly expects to be fulfilled, LMH's liability shall be limited to the typical foreseeable amounts, unless the circumstances set out under 7.1 apply.
- 7.3. Any further liability of LMH shall be excluded to the fullest extent.

## 8. Data Protection

- 8.1. LMH will adhere to all applicable data protection laws and, in particular, process any personal data provided to it in accordance with such laws.
- 8.2. With respect to the personal data provided to it by the User, LMH will act as a controller within the meaning of Art. 4 of the Regulation (EU) 2016/679 (General Data Protection Regulation, "GDPR") and process such personal data in accordance with the data privacy policy with respect to the Service ("DPP").

## 9. Term

LMH and the User may terminate this agreement any time, for example by deleting the user account.

## 10. Applicable law and jurisdiction

German law applies to this contract. The United Nations Convention on Contracts for the International Sale of Goods (CISG) and the application of conflict-of-laws provisions are



excluded. The place of jurisdiction in the event of disputes between LMH and the User in connection with the present contract is Aschaffenburg.

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