



Terms of use for the GfA website

Edition: II/N – April 30, 2018

1 Scope

- 1.1 Any use of this website (hereinafter referred to as "GfA website" or "We") provided by GfA ELEKTROMATEN GmbH & Co. KG (hereinafter referred to as "GfA"), is exclusively subject to these terms of use (hereinafter referred to as "Terms").
- 1.2 These Terms may be amended, modified or replaced by other terms and conditions, e.g. our General terms for the purchase of goods, available under www.gfa-elektromaten.de.
- 1.3 Insofar as Users using the GfA website are business customers, i.e. customers not acting outside their business, trade or profession, or as public administration customers, §§ 312 to 312 k of the German Civil Code do not apply.

2 Availability of GfA website

GfA is, at any time, entitled to stop the operation of the GfA-Website in full or in part. Due to the nature of the internet and IT-systems in general, GfA does not warrant nor accept any liability for the continuous availability of the GfA website and services provided thereunder.

3 Registration

- 3.1 Users may access the GfA website at any time without having to provide personal data. To the extent individual functions or services offered under the GfA website require the provision, processing or use of personal data Users will be notified and informed beforehand.
- 3.2 When processing personal data from Users of the GfA website, GfA fully complies with existing data protection law. GfA's Privacy Policy, available under GfA Privacy Policy, applies in its applicable version.
- 3.3 To access the password protected parts of the GfA website, namely the GfA-Portal, Users will first need to register. GfA reserves the right to deny registration to any User. In particular, GfA reserves the right, at any time and without obligation to give reasons, to deny Users the right to access the password protected area of the GfA website blocking the User data, in particular but not limited to, where the User
 - uses false data for the purpose of registration,
 - violates any existing applicable laws or these Terms of Use in the access to or use of the GfA website or
 - has not used the GfA-Portal for a longer period of at least six consecutive months.
- 3.4 To register Users are obliged to provide accurate information and to update such information without unreasonable delay (to the extent possible online) wherever this information changes over time. The User shall ensure that his e-mail address as supplied during the registration process is current and will be checked on a regular basis.
- 3.5 After User's initial registration GfA will send an e-mail to the User's e-mail account requesting confirmation of the e-mail address. Only after confirming this e-mail address User may login to the password protected area of the GfA website by entering his e-mail-address and his password (hereinafter "User data"). The User data also enables Users to access, withdraw or change their data.
- 3.6 When leaving the GfA-Portal Users shall make use of the Logout-Button.
- 3.7 The User shall ensure that the User data is not accessible to third parties. The User is liable for all transactions and other activities carried out under his User data. If User becomes

aware that third parties have become aware of the User data or are misusing it, User shall notify GfA thereof without undue delay. After receipt of such notice from User, GfA will deny access to the password protected area under such User data.

- 3.8 At all times, Users are entitled to revoke their registration by sending an e-mail to the following address:

datenschutz@gfa-elektromaten.de

or via regular mail to:

GfA ELEKTROMATEN GmbH & Co. KG,
Datenschutzbeauftragter, Wiesenstr. 81, 40549 Düsseldorf,
Germany,

to the extent the deletion of the registration will not violate the proper performance or execution of existing contractual relationships. In this case, GfA will delete all User data and other personal data stored from User as soon as these data are no longer needed.

4 Ordering of GfA products through GfA-Portal

- 4.1 Users, who have ordered GfA products before, may place orders through the GfA-Portal. For this purpose, Users may select products from the available range and collect these by clicking the button "Add to basket" in a so-called basket. By clicking the further button „Buy“, User renders a binding offer to purchase the items placed in the basket. Before clicking the „Buy“-button Users may, at all times, view and change the selection in the basket. Users may only place orders after consenting to the applicability of the latest version of the GfA general purchasing terms, available under www.gfa-elektromaten.de.
- 4.2 The presentation and display of products in the GfA-Portal does not constitute a binding offer on behalf of GfA. Such offer within the meaning of § 145 German Civil Code is first placed by the User when submitting his order under the preceding section 4.1. of these terms.
- 4.3 After receipt of the order submitted by the User, GfA will send an automatic confirmation of receipt to the User's e-mail address displaying the details of the order. This automatic notice only confirms safe receipt of the order. It neither serves nor shall be construed as an acceptance of the order. The contract will be concluded only after GfA renders a declaration of acceptance which will be issued and send to User by separate mail.
- 4.4 In case individual items ordered by the User are not available for an unlimited or unforeseeable period of time GfA will inform the User via e-mail without undue delay and will refrain from sending a separate acceptance of the order. In this case, no contract will exist.
- 4.5 All prices presented in the GfA-Portal are in Euro (€) including the applicable, separately displayed VAT rate. Delivery will be rendered to the address provided by the User and within the period included in GfA's declaration of acceptance. With orders exceeding a total value of € 10.000 GfA will bear the costs for shipping. In case orders do not exceed this limit standard shipping costs will be based on the scope of the order and separately displayed on GfA's during the ordering process.
- 4.6 With the delivery of the products GfA will send the applicable invoice. Unless parties agree to the contrary, the invoiced amount needs to be paid with a discount of 2% within 8 days after receipt of the invoice or at net price within 30 days after receipt of the invoice.
- 4.7 Until full payment of the respective invoice all products remain property of GfA.



5 Intellectual Property

- 5.1 Notwithstanding individual agreements to the contrary, all information and content displayed and made available on the GfA website are subject to these terms. With the exception of the following provisions such information and content may not be changed, copied, reproduced, sold, rented, used, processed or used in any other way without the prior written permission of GfA.
- 5.2 GfA herewith grants User a non-exclusive, non-transferable license to use the information and documentation solely for the purpose of executing the individual contractual relationship between User and GfA.
- 5.3 Users may not distribute, license, rent or make available any information or GfA software to third parties.
- 5.4 In case Users make use of the GfA app, use rights are solely limited to the contractual purpose of reading-out technical data and transferring these to the GfA-Portal. Unless permitted by mandatory laws User shall not modify the software or documentation nor disassemble, reverse engineer or decompile the software or separate any part thereof. There shall be no right for the source code to be made available. §§ 69a et seq. of German Copyright Code (UrhG) shall remain unaffected.
- 5.5 Notwithstanding the preceding provisions GfA does not grant any other rights or licenses to User with regard to GfA's company name, trade name, brands, trademarks, copyrights, design rights, utility rights, patents or other intellectual property rights.

6 Duties of the User

- 6.1 The User undertakes
 - to use the GfA website solely in the context of the initiation or execution of the existing business relationship with GfA,
 - to refrain from transmitting any content, containing or potentially carrying viruses or other malware,
 - to refrain from transmitting or uploading any unlawful content and
 - to fully abide with the present Terms.
- 6.2 GfA may deny access to the GfA-Portal at any time, in particular if User breaches any obligation arising from these Terms.
- 6.3 GfA is also entitled to revoke any consent to the use of the GfA app if the User is in breach of any obligation arising from these Terms.

7 Limitation of liability

- 7.1 Insofar as any information, software – including but not limited to the GfA app – or documentation is made available to Users at no cost, any liability as to defects, in particular but not limited to quality, correctness, absence of third party rights or in relation to completeness or fitness for purposes are excluded, except for cases of willful misconduct or fraud on behalf of GfA.
- 7.2 The specifications or descriptions contained on the GfA website are intended as a general information about GfA products. The individual specifications and required performance of any product shall therefore be individually agreed in each case at the time of purchase and displayed in the GfA declaration of acceptance.
- 7.3 In spite of GfA's extensive efforts to keep GfA website and all software made available by GfA (e.g. GfA App) free from viruses, GfA does not guarantee that these are virus free. The User shall, for its own protection, take the necessary steps to ensure appropriate security measures and shall utilize a virus scanner before downloading any information, software or documentation. The preceding clauses of this section do not

intend nor imply any change to the burden of proof to the User's disadvantage.

- 7.4 Any further liability of GfA for defects arising from GfA website contents is, subject to more specific rules contained in other GfA terms, excluded, unless required by law (e.g. Act on Product liability). User's damage in case of breach of fundamental contractual obligations by GfA is limited to the contract-typical foreseeable damage if there is no intent or gross negligence. The preceding clauses of this section do not intend nor imply any change to the burden of proof to the User's disadvantage.
- 7.5 The GfA website may contain Hyperlinks to the web pages of third parties. GfA shall not have any liability for the content of such web pages. The use of such web pages is at the sole risk of the User.

8 Other

- 8.1 Any supplementary agreement requires the written form.
- 8.2 These Terms shall be governed by German law to the exclusion of the United Nations Convention on Contracts for the International sale of Goods (CISG).
- 8.3 The place of jurisdiction shall be Dusseldorf if the user is a merchant within the meaning of the German commercial Code (Handelsgesetzbuch).
- 8.4 If Users access the GfA website or its content from outside Germany, the User is exclusively responsible for compliance with all applicable local laws.