

General Terms and Conditions for the use of the Digital Applications MyKlüber and EfficiencyManager

Klüber Lubrication München SE & Co. KG, Munich (“Klüber Lubrication” or “we”)

1. Field of application and Conclusion of Contract

- 1.1 The subsequent general terms and conditions ("General Terms") are applicable for the use of the MyKlüber and the EfficiencyManager application. Deviations from these conditions are only permitted with the express written consent of Klüber Lubrication.
- 1.2 You are highly recommended to read carefully and familiarize yourself with these General Terms first before proceeding with registration and using MyKlüber and the EfficiencyManager. After reading through the General Terms, you may choose not to register the Application. If you proceed with registration, it shall be deemed that you have read through, understood and consented to the contents herein. If you do not to these General Terms, do not use the Application.

2. General

- 2.1 Digital products and any documentation accompanying the Application are licensed only, not sold, to you by Klüber Lubrication for use only under these General Terms. Klüber Lubrication reserves all rights not expressly granted to you. These General Terms will govern any software upgrades provided by Klüber Lubrication that replace and/or supplement the original product, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.
- 2.2 Title and intellectual property rights in and to any content displayed by or accessed through MyKlüber or the EfficiencyManager belongs to the respective content owner. To the extent such content is protected by copyright or other intellectual property laws and treaties, and such content is provided by a member of the Klüber Lubrication group, you are granted a license to use such content.
- 2.3 The use of MyKlüber and the EfficiencyManager is subject to the Klüber Lubrication privacy policy.
- 2.4 You agree that Klüber Lubrication and its subsidiaries may collect and use technical and related information, including but not limited to information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support and other services to you (if any) related to MyKlüber and the EfficiencyManager. Klüber Lubrication may use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

2.5 Your relationship is with Klüber Lubrication as regards to our digital products and the law of the Federal Republic of Germany excluding the Convention on Contracts for the International Sale of Goods governs these General Terms.

2.6 These General Terms constitute the entire agreement between the parties with respect to the use of the Application and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification will be binding unless in writing and signed by Klüber Lubrication.

3. Activation of User Account

3.1 Upon creating a user account for MyKlüber or the EfficiencyManager, you must provide current, complete and correct information. Corresponding to the data provided on the registration page, we will create an account for the user.

3.2 Upon online registration, Klüber Lubrication will send the user an E-Mail with a verification link. The contract comes into force when the user clicks on this verification link.

3.3 The user who originally creates the user account, possesses so-called admin-rights, can invite additional users and can grant them access to the user account. Alongside simple access rights, additional users can also be granted admin-rights, always limited to the user account. Users with admin-rights are responsible for the management of users and user accounts possibly no longer relevant (e.g. in the event of an employee leaving).

3.4 The user ID and password are valuable, and you are responsible for maintaining their confidentiality and security. We are not responsible for any losses arising from the unauthorized use of the user ID. You undertake to inform us of any unauthorized use of your account and any other breach of security.

4. Conditions and Scope of Use of the Application

4.1 MyKlüber

4.1.1 Subject to the limitations set forth in these General Terms, you may use MyKlüber to e.g., 1) scan the QR codes to verify whether the product packages are genuine; 2) have access to some product documentation; and 3) contact our Customer Service Center; and, 4) benefit from other features and functions as may be developed and provided from time to time. This license is limited to a non-transferable license to use the Application on a device that you own or control.

4.1.2 To use the Application, you will need compatible hardware, software (latest version recommended and sometimes required) and internet access (fees may apply). The Application' performance may be affected by these factors.

4.1.3 For the use of the Application:

- i) you may use MyKlüber only for the purpose for which the user account has been set up;
- ii) you are not allowed to transfer the user account or any promotional right of the Application to third parties;
- iii) you may not distribute or make MyKlüber available over a network where it could be used by multiple devices at the same time;
- iv) use of the Application does not constitute a grant or waiver of any copyright of the Application;
- v) you may not rent, lease, lend, sell, redistribute or sublicense the Application;
- vi) you may not copy (except as expressly permitted by this License), decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application or any part thereof, except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Application;
- vii) it's your responsibility not to lose, destroy, or damage any content of the Application once downloaded; and,
- viii) you are not allowed to tamper with or circumvent any security technology included in the Application.

4.1.4 This license is effective until terminated. Klüber Lubrication might terminate this license anytime at its sole discretion. Your rights under this license will terminate automatically without notice if you fail to comply with any term(s) of this license. Upon the termination of this license, you shall cease all use of the Application.

4.2 EfficiencyManager

4.2.1 EfficiencyManager is a web application that can be used without localised installation. An adequately fast internet connection is required for which the user is solely responsible.

4.2.2 The user may solely use EfficiencyManager for their own purposes for the company for which the user account has been set up. The user is not permitted to sub-license EfficiencyManager or to transfer the user account to third parties. It is, in particular, prohibited to use EfficiencyManager within the framework of services for third parties, unless dealing with one of the user's external service providers which has previously been invited, or in the instance that Klüber Lubrication has provided their express consent.

4.2.3 The user can save machinery and plant data, and images in EfficiencyManager, as well as generate maintenance tasks. The data recorded within the scope of the maintenance tasks can be evaluated by the user.

- 4.2.4 Should the user violate the above usage restrictions or use EfficiencyManager improperly in any other way (e.g. as a file-sharing platform or to distribute illegal content), Klüber Lubrication reserves the right to remove the user's account at any time and to delete all saved data. Klüber Lubrication will inform the user of the violation in advance and request that they remedy or remove it within a suitable period of time. In the event of a serious violation, Klüber Lubrication reserves the right to forego the notification.

5 Disclaimer of Warranties

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE APPLICATION IS AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE APPLICATION IS PROVIDED "AS IS", WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND: WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE APPLICATION, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE APPLICATION WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE APPLICATION WILL BE UNINTERRUPTED OR ERROR-FREE, THAT THE APPLICATION WILL BE COMPATIBLE WITH THIRD PARTY SOFTWARE, OR THAT DEFECTS IN THE APPLICATION WILL BE CORRECTED.

6 Limitation of Liability

6.1 MyKlüber

TO THE EXTENT NOT PROHIBITED BY LAW, IN NO EVENT SHALL KLÜBER LUBRICATION OR ANY OF ITS AFFILIATES BE LIABLE FOR ANY INCIDENTAL, SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, CORRUPTION OR LOSS OF DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL DAMAGES OR LOSSES, ARISING OUT OF OR RELATED TO YOUR USE OR INABILITY TO USE THE APPLICATION.

Our statutory liability for culpable damage to life, body or health or in case of intent or gross negligence shall remain unaffected. In no event shall our total liability to you for all damages (other than as may be required by applicable law) exceed the amount of fifty Euros (EUR 50.00).

6.2 EfficiencyManager

- 6.2.1 EfficiencyManager provides a management tool for supporting production-relevant resources, maintenance measures and service reports such as energy efficiency projects, lubricant analyses, etc. Use of these tools in no way releases the user from checking themselves which maintenance intervals and lubricating points must be maintained.
- 6.2.2 With regard to the free-of-charge service, liability for ordinary negligence is excluded, unless Klüber Lubrication has fraudulently kept a defect secret.
- 6.2.3 With regard to the chargeable services, Klüber Lubrication is liable for intent and gross negligence. Klüber Lubrication's liability for a minor negligent breach of a major obligation or an accessory obligation in which the breach endangers achievement of the contractual purpose or fulfilment which enables the proper implementation of and compliance with the contract to which the user has entrusted, is limited to damage that was foreseeable and contract-typical upon conclusion of contract. Klüber Lubrication is not liable for minor negligent infringements of non-significant accessory obligations.
- 6.2.4 The liability upon acquisition of a condition guarantee, as well as the liability for claims due to the product liability act and for damage due to infringements of life, limb or health, shall remain unaffected by the aforementioned regulations.

7 Maintenance of the Application

7.1 MyKlüber

We reserve the right to carry out maintenance on and to improve the Application at irregular intervals at our own discretion, and to remove certain functions. During the period of maintenance, the usage possibilities may be limited temporarily.

Klüber Lubrication further reserves the right to discontinue the MyKlüber app at any time without notice.

7.2 EfficiencyManager

- 7.2.1 The period of validity is temporally unlimited. Each party can terminate the contract without adhering to a term at any time.
Termination of the contract will result in Klüber Lubrication withdrawing the user's access.
- 7.2.2 The right to termination without notice on significant grounds remains unaffected. Significant grounds are in particular if the user violates conditions laid down in section 3.
- 7.2.3 For termination to be effective, it is required in writing (e.g. E-Mail to servie@klueber.com).

8 Gratuitous Use and Additional Functions

Current use of the digital products is free of charge. Additional functions commissioned or upgraded may be chargeable, as will be notified from time to time.