

Terms of Use

1. General These Terms and Conditions constitute a legally binding agreement made between you, whether personally or on behalf of an entity (“you”) and

1. Klüber Lubrication München SE & Co. KG, Munich, Germany (“Klüber Lubrication”) with regard to MyKlüber and Efficiency Manager; and/or
2. Chem-Trend Limited Partnership, Michigan, USA (“Chem-Trend”) with regard to Chem-Trend Now

(“we,” “us” or “our”)

concerning your access to and use of the MyKlüber application, the Efficiency Manager application and/or the Chem-Trend Now application as well as any other media form, media channel, website, webshop, mobile website or mobile application related, linked, or otherwise connected thereto (collectively, the “Service”).

You agree that by accessing the Service, you have read, understood, and agree to be bound by all of these Terms and Conditions. If you do not agree with all of these Terms and Conditions, then you are expressly prohibited from using the Service and you must discontinue use immediately. Deviations from these Terms and Conditions are only permitted with our express written permission.

Supplemental terms and conditions or documents that may be posted on the Service from time to time are hereby expressly incorporated herein by reference. We reserve the right, in our sole discretion, to make changes or modifications to these Terms and Conditions at any time and for any reason. We will notify you in case of any changes to these Terms and Conditions and you waive any right to receive specific notice of each such change. The information provided on the Service is not intended for distribution to or use by any person or entity in any jurisdiction or country where such distribution or use would be contrary to law or regulation or which would subject us to any registration requirement within such jurisdiction or country. Accordingly, those persons who choose to access the Service from other locations do so on their own initiative and are solely responsible for compliance with local laws, if and to the extent local laws are applicable.

2. User representations By using the Service, you represent and warrant that:

1. you have the legal capacity and you agree to comply with these Terms and Conditions;
2. you are not a minor in the jurisdiction in which you reside;
3. you will not use the Service for any illegal or unauthorized purpose;
4. your use of the Service will not violate any applicable law or regulation.

If you provide any information that is untrue, inaccurate, not current, or incomplete, we have the right to suspend or terminate your account and refuse any and all current or future use of the Service (or any portion thereof).

3. User registration You are required to register with the Service. Upon creating a user account for the Service, 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.

Your registration will take place in the course of a double-opt-in process. By verification of your account, you will be agreeing to be bound by all of these Terms and Conditions.

The user ID and password are valuable, and you are responsible for maintaining their confidentiality and security. You agree to be responsible for all use of your login credentials. 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.

We reserve the right to remove, reclaim, or change a username you select if we determine, in our sole discretion, that such username is inappropriate, obscene, or otherwise objectionable.

MyKlüber and Efficiency Manager

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).

4. Prohibited activities You may not access or use the Service for any purpose other than that for which we make the Service available. As a user of the Service, you agree not to:

1. make any unauthorized use of the Service, including collecting usernames and/or email addresses of users by electronic or other means for the purpose of sending unsolicited email, or creating user accounts by automated means or under false pretenses.
2. use the Service to advertise or offer to sell goods and services.
3. circumvent, disable, or otherwise interfere with security-related features of the Service, including features that prevent or restrict the use or copying of any Content or enforce limitations on the use of the Service and/or the Content contained therein.
4. trick, defraud, or mislead us and other users, especially in any attempt to learn sensitive account information such as user passwords;
5. make improper use of our support services or submit false reports of abuse or misconduct.
6. engage in any automated use of the system, such as using scripts to send comments or messages, or using any data mining, robots, or similar data gathering and extraction tools.
7. attempt to impersonate another user or person or use the username of another user.
8. sell or otherwise transfer your profile.
9. use any information obtained from the Service in order to harass, abuse, or harm another person.
10. use the Service as part of any effort to compete with us or otherwise use the Service and/or the Content for any revenue-generating endeavor or commercial enterprise.

11. attempt to bypass any measures of the Service designed to prevent or restrict access to the Service, or any portion of the Service.
12. harass, annoy, intimidate, or threaten any of our employees or agents engaged in providing any portion of the Service to you.
13. delete the copyright or other proprietary rights notice from any Content.
14. upload or transmit (or attempt to upload or to transmit) viruses, Trojan horses, or other material, including excessive use of capital letters and spamming (continuous posting of repetitive text), that interferes with any party's uninterrupted use and enjoyment of the Service or modifies, impairs, disrupts, alters, or interferes with the use, features, functions, operation, or maintenance of the Service.
15. upload or transmit (or attempt to upload or to transmit) any material that acts as a passive or active information collection or transmission mechanism, including without limitation, clear graphics interchange formats ("gifs"), 1×1 pixels, web bugs, cookies, or other similar devices (sometimes referred to as "spyware" or "passive collection mechanisms" or "pcms").
16. except as may be the result of standard search engine or Internet browser usage, use, launch, develop, or distribute any automated system, including without limitation, any spider, robot, cheat utility, scraper, or offline reader that accesses the Service, or using or launching any unauthorized script or other software.
17. disparage, tarnish, or otherwise harm, in our opinion, us and/or the Service.
18. use the Service in a manner inconsistent with any applicable laws or regulations.

5. User generated contributions The Service may invite you to chat, contribute to, or participate in blogs, message boards, online forums, and other functionality, and may provide you with the opportunity to create, submit, post, display, transmit, perform, publish, distribute, or broadcast content and materials to us or on the Service, including but not limited to text, writings, video, audio, photographs, graphics, comments, suggestions, or personal information or other material (collectively, "Contributions"). Contributions may be viewable by other users of the Service and through third-party websites. As such, any Contributions you transmit may be treated as non-confidential and non-proprietary. When you create or make available any Contributions, you thereby represent and warrant that:

1. the creation, distribution, transmission, public display, or performance, and the accessing, downloading, or copying of your Contributions do not and will not infringe the proprietary rights, including but not limited to the copyright, patent, trademark, trade secret, or moral rights of any third party.
2. you are the creator and owner of or have the necessary licenses, rights, consents, releases, and permissions to use and to authorize us, the Service, and other users of the Service to use your Contributions in any manner contemplated by the Service and these Terms and Conditions.
3. you have the written consent, release, and/or permission of each and every identifiable individual person in your Contributions to use the name or likeness of each and every such identifiable individual person to enable inclusion and use of your Contributions in any manner contemplated by the Service and these Terms and Conditions.
4. your Contributions are not false, inaccurate, or misleading.
5. your Contributions are not unsolicited or unauthorized advertising, promotional materials, pyramid schemes, chain letters, spam, mass mailings, or other forms of solicitation.

6. your Contributions are not obscene, lewd, lascivious, filthy, violent, harassing, libelous, slanderous, or otherwise objectionable (as determined by us).
7. your Contributions do not ridicule, mock, disparage, intimidate, or abuse anyone.
8. your Contributions do not advocate the violent overthrow of any government or incite, encourage, or threaten physical harm against another.
9. your Contributions do not violate any applicable law, regulation, or rule.
10. your Contributions do not violate the privacy or publicity rights of any third party.
11. your Contributions do not contain any material that solicits personal information from anyone under the age of 18 or exploits people under the age of 18 in a sexual or violent manner.
12. your Contributions do not violate any federal or state law concerning child pornography, or otherwise intended to protect the health or well-being of minors;
13. your Contributions do not include any offensive comments that are connected to race, national origin, gender, sexual preference, or physical handicap;
13. your Contributions do not otherwise violate, or link to material that violates, any provision of these Terms and Conditions, or any applicable law or regulation. Any use of the Service in violation of the foregoing violates these Terms and Conditions and may result in, among other things, termination or suspension of your rights to use the Service.

6. Service access and data usageThe Service may allow you the access from devices, applications, systems or services (collectively, "Endpoints") which can but do not need to be operated by us. These Endpoints may be used to process Content locally. It is your responsibility to ensure that any Content stored on Endpoints is handled properly. When you download and / or store Content, you thereby represent and warrant that:

1. the Content is necessary for business tasks;
2. the Content and all its copies are returned to us upon termination of the business relationship or we request you to do so;
3. the Content and all its copies are deleted upon termination of the business relationship, it is not needed to fulfill business tasks anymore or we request you to do so;
4. the Content is secured against access from unauthorized parties at all times.

In all cases, you agree that all Endpoints in use are protected against cyberattacks musing state-of-the-art industry standards. It is your responsibility to ensure a secure operation of the endpoints you are using. The secure operation includes but is not limited to:

1. the Endpoint is regularly updated with security patches. Critical security patches are identified and installed as soon as possible;
2. the Endpoint has a state-of-the-art endpoint protection solution to identify malware and the execution of malicious behavior;
3. the Endpoint is hardened following industry best practices (e.g. based on benchmarks from the Center for Internet Security);
4. the Endpoint and all its storage devices are encrypted by utilizing modern cryptography.

As a user of this Service, you agree to fulfill your responsibility to secure the endpoints not operated by us. The download or usage of any Content does not confer any license, copyright or similar right with respect to the Content to you.

7. Nature of the services

Digital products and any documentation accompanying the Service are licensed only, not sold, to you by us for use only under these Terms of Use. We reserve all rights not expressly granted to you. These Terms of Use will govern any software upgrades provided by us 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.

Title and intellectual property rights in and to any content displayed by or accessed through the Service 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 our group, you are granted a license to use such content.

The use of the Service is subject to the Klüber Lubrication privacy policy. You agree that we and our 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 the Service. We 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.

8. Conditions and scope of use of the applications

MyKlüber and Chem-Trend Now

Subject to the limitations set forth in these Terms of Use, you may use MyKlüber and/or Chem-Trend Now to e.g.,

1. scan the QR or bar codes to verify whether the product packages are genuine;
2. have access to some product documentation; and
3. contact Klüber Lubrication's or Chem-Trend's Customer Service Center, respectively; and,
4. benefit from other features and functions as may be developed and provided from time to time.

The MyKlüber and/or Chem-Trend Now, its content, graphics, user interfaces, scripts and software used to implement it, contains proprietary information and material that is owned by Klüber Lubrication or Chem-Trend and/or their licensors, and is protected by applicable intellectual property laws, copyright law, and by regulations. This license is limited to a non-transferable license to use MyKlüber and/or Chem-Trend Now on a device that you own or control.

To use MyKlüber and/or Chem-Trend Now, you will need compatible hardware, software (latest version recommended and sometimes required) and internet access

(fees may apply). MyKlüber and/or Chem-Trend Now's performance may be affected by these factors.

For the use of the MyKlüber and/or Chem-Trend Now application you agree that:

1. you may use MyKlüber and/or Chem-Trend Now only for the purpose for which the user account has been set up;
2. you are not allowed to transfer the user account or any promotional right of MyKlüber and/or Chem-Trend Now to third parties;
3. use of MyKlüber and/or Chem-Trend Now does not constitute a grant or waiver of any copyright of the application;
4. you may not rent, lease, lend, sell, redistribute or sublicense MyKlüber and/or Chem-Trend Now;
5. 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 MyKlüber and/or Chem-Trend Now 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 MyKlüber and/or Chem-Trend Now;
6. it's your responsibility not to lose, destroy, or damage any content of MyKlüber and/or Chem-Trend Now once downloaded; and,
7. you are not allowed to tamper with or circumvent any security technology included in MyKlüber and/or Chem-Trend Now.

This license is effective until terminated. We might terminate this license anytime at our 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 MyKlüber and/or Chem-Trend Now.

EfficiencyManager

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

You may solely use EfficiencyManager for your own purposes for the company for which the user account has been set up. You are 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 we have provided our express consent.

You 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 you.

Should you 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), we reserve the right to remove your account at any time and to delete all saved data. We will inform you of the violation and request that you remedy or remove it within a

suitable period of time. In the event of a serious violation, we reserve the right to forego such notification.

9. Third-party web services and content

The Service may contain (or you may be sent via the Service) links to other websites ("Third-Party Websites") as well as articles, photographs, text, graphics, pictures, designs, music, sound, video, information, applications, software, and other content or items belonging to or originating from third parties ("Third-Party Content").

Such Third-Party Websites and Third-Party Content are not investigated, monitored, or checked for accuracy, appropriateness, or completeness by us, and we are not responsible for any Third-Party Websites accessed through the Service or any Third-Party Content posted on, available through, or installed from the Service, including the content, accuracy, offensiveness, opinions, reliability, privacy practices, or other policies of or contained in the Third-Party Websites or the Third-Party Content. Inclusion of, linking to, or permitting the use or installation of any Third-Party Websites or any Third-Party Content does not imply approval or endorsement thereof by us. If you decide to leave the Service and access the Third-Party Websites or to use or install any Third-Party Content, you do so at your own risk, and you should be aware these Terms and Conditions no longer govern.

You should review the applicable terms and policies, including privacy and data gathering practices, of any website to which you navigate from the Service or relating to any applications you use or install from the Service. Any purchases you make through Third-Party Websites will be through other websites and from other companies, and we take no responsibility whatsoever in relation to such purchases which are exclusively between you and the applicable third party. You agree and acknowledge that we do not endorse the products or services offered on Third-Party Websites and you shall hold us harmless from any harm caused by your purchase of such products or services. Additionally, you shall hold us harmless from any losses sustained by you or harm caused to you relating to or resulting in any way from any Third-Party Content or any contact with Third-Party Websites.

10. Service management We reserve the right, but not the obligation, to:

- (1) monitor the Service for any violations of these Terms and Conditions;
- (2) take appropriate legal action against anyone who, in our sole discretion, violates the law or these Terms and Conditions, including without limitation, reporting such user to law enforcement authorities;
- (3) in our sole discretion and without limitation, refuse, restrict access to, limit the availability of, or disable (to the extent technologically feasible) any of your Contributions or any portion thereof;
- (4) in our sole discretion and without limitation, notice, or liability, to remove from the Service or otherwise disable all files and content that are excessive in size or are in any way burdensome to our systems;
- (5) otherwise manage the Service in a manner designed to protect our rights and property and to facilitate the proper functioning of the Service.

11. Term and termination These Terms and Conditions shall remain in full force and effect while you use the Service. WITHOUT LIMITING ANY OTHER PROVISION OF

THESE TERMS AND CONDITIONS, WE RESERVE THE RIGHT TO, IN OUR SOLE DISCRETION AND WITHOUT NOTICE OR LIABILITY, DENY ACCESS TO AND USE OF THE SERVICE (INCLUDING BLOCKING CERTAIN IP ADDRESSES), TO ANY PERSON FOR ANY REASON OR FOR NO REASON, INCLUDING WITHOUT LIMITATION FOR BREACH OF ANY REPRESENTATION, WARRANTY, OR COVENANT CONTAINED IN THESE TERMS AND CONDITIONS OR OF ANY APPLICABLE LAW OR REGULATION. WE MAY TERMINATE YOUR USE OR PARTICIPATION IN THE SERVICE OR DELETE YOUR ACCOUNT AND ANY CONTENT OR INFORMATION THAT YOU POSTED AT ANY TIME, WITHOUT WARNING, IN OUR SOLE DISCRETION.

If we terminate or suspend your account for any reason, you are prohibited from registering and creating a new account under your name, a fake or borrowed name, or the name of any third party, even if you may be acting on behalf of the third party. In addition to terminating or suspending your account, we reserve the right to take appropriate legal action, including without limitation pursuing civil, criminal, and injunctive redress.

12. Modifications and interruptions

We reserve the right to change, modify, or remove the contents of the Service at any time or for any reason at our sole discretion without notice. However, we have no obligation to update any information on our Service. We also reserve the right to modify or discontinue all or part of the Service without notice at any time. We will not be liable to you or any third party for any modification, price change, suspension, or discontinuance of the Service. We cannot guarantee the Service will be available at all times. We may experience hardware, software, or other problems or need to perform maintenance related to the Service, resulting in interruptions, delays, or errors. We reserve the right to change, revise, update, suspend, discontinue, or otherwise modify the Service at any time or for any reason without notice to you. You agree that we have no liability whatsoever for any loss, damage, or inconvenience caused by your inability to access or use the Service during any downtime or discontinuance of the Service. Nothing in these Terms and Conditions will be construed to obligate us to maintain and support the Service or to supply any corrections, updates, or releases in connection therewith.

13. Disclaimer

THE SERVICE IS PROVIDED ON AN AS-IS AND AS-AVAILABLE BASIS. YOU AGREE THAT YOUR USE OF THE SERVICE AND OUR SERVICES WILL BE AT YOUR SOLE RISK AND THAT THE ENTIRE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT IS WITH YOU. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, IN CONNECTION WITH THE SERVICE AND YOUR USE THEREOF, INCLUDING, WITHOUT LIMITATION, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE MAKE NO WARRANTIES OR REPRESENTATIONS ABOUT THE ACCURACY OR COMPLETENESS OF THE SERVICE'S CONTENT OR THE CONTENT OF ANY WEB SERVICES LINKED TO THE SERVICE AND WE WILL ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY

- (1) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT AND MATERIALS,
- (2) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO AND USE OF THE SERVICE,
- (3) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION AND/OR FINANCIAL INFORMATION STORED THEREIN,
- (4) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE,
- (5) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE WHICH MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY, AND/OR
- (6) ANY ERRORS OR OMISSIONS IN ANY CONTENT AND MATERIALS OR FOR ANY LOSS OR DAMAGE OF ANY KIND INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE VIA THE SERVICE.

WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE, ANY HYPERLINKED WEBSERVICE, OR ANY WEBSERVICE OR MOBILE APPLICATION FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND WE WILL NOT BE A PARTY TO OR IN ANY WAY BE RESPONSIBLE FOR MONITORING ANY TRANSACTION BETWEEN YOU AND ANY THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES. AS WITH THE PURCHASE OF A PRODUCT OR SERVICE THROUGH ANY MEDIUM OR IN ANY ENVIRONMENT, YOU SHOULD USE YOUR BEST JUDGMENT AND EXERCISE CAUTION WHERE APPROPRIATE.

14. Limitations of Liability TO THE EXTENT ALLOWED BY LAW, IN NO EVENT WILL WE OR OUR DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, CONSEQUENTIAL, EXEMPLARY, INCIDENTAL, SPECIAL, OR PUNITIVE DAMAGES, INCLUDING LOST PROFIT, LOST REVENUE, 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 SERVICE AND REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

Our statutory liability for culpable damage to life, body or health or in case of intent or gross negligence or resulting from the Product Liability Act shall remain unaffected.

By way of derogation from the general exclusion of liability set forth above, with regard to the chargeable services of the EfficiencyManager, Klüber Lubrication shall be liable for intent and gross negligence only. All other liability shall be limited to damage that was foreseeable and contract-typical upon conclusion of contract.

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.

INDEMNIFICATION

You agree to defend, indemnify, and hold us harmless, including our subsidiaries, affiliates, and all of our respective officers, agents, partners, and employees, from and against any loss, damage, liability, claim, or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of:

- (1) your Contributions;
- (2) use of the Service;
- (3) breach of these Terms and Conditions;
- (4) any breach of your representations and warranties set forth in these Terms and Conditions;
- (5) your violation of the rights of a third party, including but not limited to intellectual property rights; or
- (6) any overt harmful act toward any other user of the Service with whom you connected via the Service.

Notwithstanding the foregoing, we reserve the right, at your expense, to assume the exclusive defense and control of any matter for which you are required to indemnify us, and you agree to cooperate, at your expense, with our defense of such claims. We will use reasonable efforts to notify you of any such claim, action, or proceeding which is subject to this indemnification upon becoming aware of it.

15. **User data**We will maintain certain data that you transmit to the Service for the purpose of managing the Service, as well as data relating to your use of the Service. Although we perform regular routine backups of data, you are solely responsible for all data that you transmit or that relates to any activity you have undertaken using the Service. You agree that we shall have no liability to you for any loss or corruption of any such data, and you hereby waive any right of action against us arising from any such loss or corruption of such data.

ELECTRONIC COMMUNICATIONS, TRANSACTIONS, AND SIGNATURES Using the Service, sending us emails, and completing online forms constitute electronic communications. You consent to receive electronic communications, and you agree that all agreements, notices, disclosures, and other communications we provide to you electronically, via email and on the Service satisfy any legal requirement that such communication be in writing. You hereby waive any rights or requirements under any statutes, regulations, rules, ordinances, or other laws in any jurisdiction which require an original signature or delivery or retention of non-electronic records, or to payments or the granting of credits by any means other than electronic means.

16. **Miscellaneous**These Terms and Conditions and any policies or operating rules posted by us on the Service constitute the entire agreement and understanding between you and us, superseding any prior agreements with respect to the subject matter. Our failure to exercise or enforce any right or provision of these Terms and Conditions shall not operate as a waiver of such right or provision.

These Terms and Conditions operate to the fullest extent permissible by law. We may assign any or all of our rights and obligations to others at any time. We shall not be responsible or liable for any loss, damage, delay, or failure to act caused by any cause beyond our reasonable control. If any provision or part of a provision of these Terms and Conditions is determined to be unlawful, void, or unenforceable, that provision or part of the provision is deemed severable from these Terms and

Conditions and does not affect the validity and enforceability of any remaining provisions. There is no joint venture, partnership, employment or agency relationship created between you and us as a result of these Terms and Conditions or use of the Service. You agree that these Terms and Conditions will not be construed against us by virtue of having drafted them. You hereby waive any and all defenses you may have based on the electronic form of these Terms and Conditions and the lack of signing by the parties hereto to execute these Terms and Conditions.

The Klüber or Chem-Trend name, the Klüber or Chem-Trend logo, and/or any other Klüber or Chem-Trend trademarks, service marks, graphics, and logos used in connection with the Service are trademarks or registered trademarks of Klüber Lubrication or Chem-Trend and/or of its affiliates. You are granted no right or license with respect to any the foregoing.

MyKlüber and EfficiencyManager

Your relationship is with Klüber Lubrication as regards MyKlüber and EfficiencyManager are governed by the laws of the Federal Republic of Germany, excluding the Convention on Contracts for the International Sale of Goods. Any dispute arising from the interpretation or application of these Terms of Use as regards MyKlüber and EfficiencyManager shall be resolved through negotiation. Failing to reach a resolution through negotiation, either party must submit any dispute exclusively to the courts of Munich, Germany.

Chem-Trend Now

Your relationship is with Chem-Trend as regards Chem-Trend Now are governed by the laws the State of Michigan, USA, excluding the Convention on Contracts for the International Sale of Goods. Any dispute arising from the interpretation or application of these Terms of Use as regards Chem-Trend Now shall be resolved through negotiation. Failing to reach a resolution through negotiation, either party must submit any dispute exclusively to the U.S. District Court for the Eastern District of Michigan, USA.