

## Terms of Use of the MyNETZSCH Online Platform

### 1. Scope, platform

1.1 The following Terms of Use shall apply to the use of the MyNETZSCH platform as a customer (hereinafter referred to as the "**Customer**") or employees of the Customer who have been authorized to use the platform by the Customer (hereinafter referred to as the "**User**"; Customer and User jointly referred to as the "**Authorized Parties**") and the

**NETZSCH Pumps & Systems GmbH**  
**Geretsrieder Straße 1**  
**84478 Waldkraiburg**

(hereinafter: "**NETZSCH**") as the provider of the MyNETZSCH platform.

The Terms of Use regulate the use of the MyNETZSCH platform (hereinafter: "**MyNETZSCH**"). Insofar as the acquisition of products and services (or inquiries in this regard) are initiated via MyNETZSCH, the separately referenced terms and conditions take precedence for this acquisition. MyNETZSCH supplements the other contractual relationships between the Customer and NETZSCH as well as the companies affiliated with NETZSCH (NETZSCH and the affiliated companies together hereinafter referred to as the "**NETZSCH Group**") pursuant to § 14 et seq. of the German Stock Corporation Act (AktG). These Terms of Use are therefore not intended to directly change such other contractual relationships between NETZSCH and the Authorized Parties.

1.2 Access to MyNETZSCH and the information and offers contained therein is possible exclusively via the internet. The Authorized Parties themselves are responsible for the connection to the internet and the connection to the internet node at which MyNETZSCH is transferred to the internet.

### 2. Access to MyNETZSCH

2.1 The use of MyNETZSCH as a Customer requires the existence of an active Customer Account. NETZSCH can set up a Customer Account for the Customer if the Customer agrees to the invitation to activate the Customer Account and uses it in accordance with these Terms of Use. The setting up of a Customer Account is reserved only for companies and entrepreneurs in the sense of §§ 14 Para. 1 and 310 Para. 1 German Civil Code (BGB). If the Customer registers as a natural person in his own name and on his own behalf (not as a representative of a company), Customer confirms with his registration to use MyNETZSCH exclusively within the scope of his own commercial or freelance activity.

2.2 Only upon confirmation of the registration and dispatch of the initial access data by NETZSCH, a contract for the use of MyNETZSCH has been concluded between NETZSCH and the Customer (hereinafter: "**Customer Contract**") and NETZSCH sets up the Customer Account for the Customer. There is no entitlement to the conclusion of the Customer Contract.

2.3 The Customer Account as set up by NETZSCH combines all sub-accounts of those Users who are assigned to the Customer and it also provides access to all available functionalities of MyNETZSCH. Users who are assigned to a Customer Account can be set up either as simple Users who are authorized to use the functionalities offered there via MyNETZSCH or as users who are also authorized to perform administrative functions within the Customer Account on behalf of the Customer (hereinafter "**Admin Users**"). The following rules for Users and User Accounts shall apply in the same way to Admin Users, unless different rules have been agreed in writing for their admin authorizations and functions.

2.4 Each Customer Account is assigned at least one Admin User, who is initially created by NETZSCH when the Customer Account is set up. Only NETZSCH and the Customer's Admin User are authorized to invite users to use MyNETZSCH within the Customer Account and to register their User Accounts. The Customer is solely responsible for this invitation process and the assignment of authorizations.

2.5 Invited users who prove their authority from the Customer to NETZSCH by entering their user ID and initial password can register and set up a sub-account (hereinafter: "**User Account**"). Upon registration, a contract for the use of MyNETZSCH comes into effect between NETZSCH and the user (hereinafter: "**User Contract**"). NETZSCH decides at its own discretion whether the requested User Account is created, deleted or suspended. Neither the User nor the Customer have a claim to the set up and maintenance of a specific User Account.

2.6 In the case of Users invited by the Admin User, NETZSCH can justifiably assume that they are acting on behalf of and with power of representation for the Customer when using MyNETZSCH. Section 3.9 remains unaffected by this.

2.7 When setting up and managing the Customer Account and User Account, the Authorized Parties undertake to provide correct and complete data, including a valid personalized email address (preferably a company email address) and to keep this data up to date at all times.

In the event of changes of address or name, in particular in the event of a change of email address, the User is obliged to update the data immediately for his User Account and the Customer for his Customer Account.

2.8 After registration, Users have the option of using the offers and functions that NETZSCH makes available respectively at its own discretion via MyNETZSCH and the User Accounts created there within the corresponding Customer Account.

2.9 The Authorized Party may not transfer his Customer Account or User Account to another person or entity (third party) or share it with a third party.

2.10 NETZSCH can deny the Authorized Party access to a Customer Account or User Account as long as NETZSCH is not convinced, based on the information provided by the Authorized Party, that the Authorized Party is the owner of this Customer Account or User Account or has been authorized by the owner to access it. There is no obligation for NETZSCH to verify beyond the verification that the access data entered matches the access data stored for MyNETZSCH.

2.11 The Authorized Party has the option to close its Customer Account or User Account at any time independently in the profile settings by activating the function "Delete profile". The deletion of the Admin User Account automatically leads to the blocking and, if necessary, deactivation of the Customer Account.

2.12 NETZSCH has the right to limit or block access to the Customer Account or User Account at any time if there is suspicion of misuse of MyNETZSCH and/or the content made available there. In addition, NETZSCH may limit or block access to the User Account at any time if the User's authorization as a User is revoked by the respective Customer. Otherwise, the limitation or deletion of the User Account is at the sole discretion of NETZSCH, unless it would be disproportionate. The blocking will be announced in advance - except in cases of urgency.

### **3. Use of MyNETZSCH**

3.1 NETZSCH provides general information on particular NETZSCH products (e.g. manuals, certifications) as well as operating instructions on MyNETZSCH. In addition, the Authorized Party has the option of displaying a list of its products purchased from NETZSCH as well as adding products purchased elsewhere. The uploading of further own or third-party content is only possible in approved data formats and according to the rules of these Terms of Use.

3.2 NETZSCH may, at its own discretion, offer services and products via MyNETZSCH and, taking into account the legitimate expectations and interests of the Customer, change, limit or expand the scope of the free services and products at any time. To the extent that separate terms and conditions apply to these services and products or their acquisition, NETZSCH will inform the Customer accordingly. In this case, the separate terms and conditions take precedence over these Terms of Use.

3.3 NETZSCH reserves the right to post new and revised versions of content made available on MyNETZSCH at any time or to no longer offer the content or to offer it under modified conditions. By downloading the new version of the content, the Authorized Party is also granted the rights of use in accordance with clause 4. The rights of use to all previous versions of the content automatically expire upon the granting of the rights to the new version and the Customer is obligated to delete existing storage of previous versions and, if applicable, to also confirm the deletion upon request by NETZSCH.

3.4 The Authorized Parties undertake to use up-to-date virus protection software to access the IT systems used by MyNETZSCH.

3.5 Authorized Parties are obligated to keep all passwords for MyNETZSCH secret. In the event of a loss of the password and the suspicion that third parties have gained knowledge of the Authorized Party's login data, the Authorized Party is obligated to immediately inform NETZSCH Support at [support.ps@mynetzsch.com](mailto:support.ps@mynetzsch.com) in order to block the Customer Account or User Account from unauthorized access.

3.6 In this case, NETZSCH may decide to create a new Customer Account or User Account, which will be communicated to the Authorized Party accordingly by User ID and initial password. The Authorized Party must re-register for the new Customer Account or User Account. If the Authorized Party has forgotten the password, the Authorized Party can reset it on the login page under "Forgotten password".

3.7 Authorized Parties may not use MyNETZSCH in a manner that causes or could cause a restriction or other impairment of the availability or accessibility of the platform or that is otherwise connected with a purpose or activity that infringes the rights of third parties or is illegal or harmful.

3.8 Authorized Parties are not authorized to access MyNETZSCH or to use MyNETZSCH:

- to copy, store, transmit, publish or otherwise distribute or use any spyware, computer viruses, Trojan horses or other harmful computer code or links;
- to use scraping, spidering, or robotic software or other automated methods for access;
- to carry out data collections or to store, process, modify, suppress or delete personal data without authorization;
- to copy, store, transmit, publish, link to or otherwise distribute or use any content, insofar as this violates copyrights or other proprietary rights of third parties;
- to copy, store, transmit, publish, link to or otherwise distribute or use pornographic, obscene, defamatory, abusive, threatening, inciting or racist material, or
- to post content for the purpose of advertising;
- to access, manipulate or use non-public areas of MyNETZSCH (including the content store);
- to disable, destroy or attempt to circumvent security-related functions of MyNETZSCH; the Authorized Parties may not inspect, scan or test security vulnerabilities of MyNETZSCH systems;
- to copy, modify, create derivative works from, reverse engineer, disassemble, or otherwise attempt to decipher any source code or content;

- to use them to send altered, misleading or source-disguising information (such as sending email messages that appear to originate from NETZSCH) or interfere with authorized, host or network access, such as, but limited to, sending viruses, overloading, flooding, sending spam or mass email (mailbombing) to MyNETZSCH or otherwise interfering with or unduly burdening MyNETZSCH.

3.9 The Customer is responsible to NETZSCH for all User Accounts assigned to him and all activities associated with them, including damages to NETZSCH or a third party resulting from the unauthorized use of the User Account by a third party. The User is furthermore responsible to NETZSCH for his or her own activities and, under certain circumstances, as a representative of the Customer.

#### **4. Rights of use**

4.1 All rights to MyNETZSCH and the applications available on it now or in the future, the NETZSCH APIs, databases and the content provided by NETZSCH are and remain the sole property of NETZSCH and/or its licensors. MyNETZSCH is protected by copyright, trademark and other rights. Under no circumstances do Authorized Parties have the right to use the NETZSCH name or NETZSCH trademarks, logos, domain names and other brand features without the explicit prior written consent of NETZSCH.

4.2 NETZSCH grants the Authorized Parties the simple, non-transferable, non-sub-licensable right of use to access and display the content provided on MyNETZSCH in the country of its registered office for its own professional purposes in accordance with these Terms of Use. The right of use includes the downloading of the information by the Authorized Parties for the purposes stated herein. Unless otherwise indicated in connection with the display or downloading of content, the rights of use granted pursuant to this Section 4.2 are granted without time limitation. Notwithstanding the general prohibition of sublicensing, the Customer shall be entitled to grant, limit or withdraw

sublicenses to the extent of the rights of use granted to it to Users assigned to it.

4.3 In addition to section 4.2, the Authorized Party is not authorized to publish or make publicly available, broadcast, reproduce, redistribute, transmit, assign, lease, share, lend, modify, adapt, edit, create derivative works or otherwise transfer or use content downloaded or otherwise taken over from MyNETZSCH. The transfer of content is permitted exclusively for the Authorized Party's own business purposes to recipients who work in or for the same group of companies as the Authorized Party. The Authorized Party shall inform the recipients of the content of the restriction on the use of the content for these purposes only and ensure that they comply with this restriction.

4.4 If the Authorized Party's right to use content downloaded from MyNETZSCH ends for any reason, the Authorized Party is obligated to destroy the corresponding content, including all copies made, insofar as and as long as the Authorized Party is not obligated to retain it for other legal or contractual reasons. Upon NETZSCH's request, the Authorized Party shall expressly confirm the destruction in writing.

## 5. Warranty and availability

5.1 The use of MyNETZSCH is free of charge. NETZSCH assumes no warranty with regard to the reliability, availability, actuality, security, freedom from errors, suitability for a particular purpose or correctness of MyNETZSCH or the content made available there.

5.2 NETZSCH may restrict, change, withdraw or discontinue the provision of MyNETZSCH at any time.

5.3 NETZSCH provides MyNETZSCH at the network node of the internet, but without any obligation to ensure continuous availability.

5.4 MyNETZSCH is regularly updated for the Authorized Parties. Should MyNETZSCH be temporarily unavailable due to maintenance, updating, software updates, troubleshooting, IT security reasons or other operational reasons, this shall not constitute grounds for a claim for damages.

5.5 NETZSCH does not owe any support to the Authorized Parties with regard to the use of MyNETZSCH. Insofar as and as long as NETZSCH chooses to offer support at the email address [support.mynetzsch@mynetzsch.com](mailto:support.mynetzsch@mynetzsch.com), the Authorized Parties may use this to send support requests. However, NETZSCH is not obligated to respond.

5.6 In particular, NETZSCH is not liable for the inaccessibility of MyNETZSCH due to circumstances not caused by NETZSCH, such as acts of war or hostility, acts of sabotage, natural disasters, power, internet or telecommunications failures, or governmental or official restrictions. Should force majeure, including technical attacks by third parties, occur in the data center, NETZSCH is also not liable.

5.7 MyNETZSCH can be accessed via a standard internet browser that is currently in use. NETZSCH may change the technical requirements for access at any time, taking into account the relevant interests of the Authorized Parties, by means of a notice on the website <https://portal.mynetzsch.com>. The Authorized Parties are solely responsible for creating the necessary technical requirements on their side in order to be able to access MyNETZSCH within the framework of the specified system requirements.

## **6. Use of MyNETZSCH at the Authorized Party's own risk**

6.1 As with other platforms on which content is published, problems and misunderstandings can occur. Therefore, the use of MyNETZSCH is at own risk.

6.2 NETZSCH shall not be liable for any litigation, claims, losses, injuries or damages of any kind that may arise out of or in connection with the conduct of any Authorized Party.

6.3 If links to other websites that are not owned or controlled by NETZSCH are included on MyNETZSCH, NETZSCH is not liable for the content or any other aspects of these third party websites, including but not limited to their collection of personal data from Authorized Parties. This only does not apply if NETZSCH adopts this content as its own. For this reason, the Authorized Party is requested to carefully read the terms of use and data protection provisions of MyNETZSCH.

## **7. Limitation of liability**

7.1 The liability of NETZSCH in or in connection with the use of MyNETZSCH by Authorized Parties is limited as follows:

NETZSCH is liable for damages,

a) incurred by the Authorized Party due to grossly negligent conduct on the part of NETZSCH or due to an intentional or grossly negligent breach of duty on the part of a legal representative or vicarious agent of NETZSCH,

b) which arise due to an injury to life, limb or health caused by negligence on the part of NETZSCH or an intentional or negligent breach of duty on the part of a legal representative or vicarious agent of NETZSCH or

c) which have arisen due to non-compliance with a guarantee promise by NETZSCH or

d) for which NETZSCH is liable in accordance with the Product Liability Act.

7.2 In all other cases, NETZSCH's liability for damages is limited to the violation of essential contractual obligations and to foreseeable, contract-typical damages, unless intent is involved.

7.3 The same liability rules apply accordingly to the legal representatives and vicarious agents of NETZSCH, unless otherwise regulated in these Terms of Use.

7.4 In addition, the liability of NETZSCH is limited to this platform and the services, content and products offered on it. NETZSCH is not liable for the forwarding of inquiries or other service or product requests whose implementation or acquisition does not take place on MyNETZSCH.

## **8. Indemnification**

The Authorized Party agrees to indemnify and hold harmless NETZSCH and its affiliates and their officers and directors, NETZSCH suppliers, partners and agents, upon first demand, from and against any and all third party claims, demands, losses, damages, expenses and costs (including reasonable attorneys' fees) and suits arising out of or in connection with

- a) the use(s) of MyNETZSCH and/or the content offered there by the Authorized Party;
- b) an infringement of these Terms of Use or
- c) the infringement of the rights of a third party by the Authorized Party.

## **9. Cancellation**

9.1 The Customer Contract, like all User Contracts, is generally concluded for an indefinite period of time. NETZSCH is entitled to terminate the Customer Contract or User Contract without notice in the event of a violation of the contractual terms or on suspicion of a threat to the functionality and security of MyNETZSCH or to block the Customer Account or User Account at least temporarily. NETZSCH reserves the right to assert claims for damages for the conduct of directly or indirectly caused damage.

9.2 NETZSCH has the right to terminate the User Contract with users if the User's authorization is revoked by the Customer or the User can no longer be assigned to an active Customer Account. In addition, NETZSCH is entitled to partially or completely discontinue the MyNETZSCH offering at any time, taking into account the relevant interests of the Authorized Parties, and to terminate all related User Contracts.

9.3 Upon termination of the Customer Contract, NETZSCH is entitled to delete all associated Customer Accounts or User Accounts and the information stored therein.

9.4 The right to extraordinary termination for good cause remains unaffected.

## **10. Applicable law and place of jurisdiction**

These Terms of Use and all claims arising from or in connection with the Terms of Use, the Customer Agreement and/or the User Agreement shall be governed by and construed in accordance with the laws of the Federal Republic of Germany, excluding the rules of private international law. The sole place of jurisdiction for any disputes arising from or in connection with the Terms of Use, the Customer Contract and/or the User Contract is - insofar as the entitled party is a merchant - the registered office of NETZSCH, whereby NETZSCH remains at liberty to take legal action against the Authorized Party at the latter's registered office. The use of legal remedies for interim legal protection remains unaffected by this.



## 11. Miscellaneous

11.1 These Terms of Use, together with the Customer Contract and the User Contracts assigned to it, constitute the entire agreement between the Authorized Parties and NETZSCH with respect to the use of MyNETZSCH.

11.2 There are no ancillary agreements. Deviating agreements are possible in text form as an email or in writing by mail; this also applies to the cancellation of this form requirement. If the Authorized Party violates these Terms of Use, the Customer Contract and/or the User Contract, and NETZSCH initially takes no action in this regard, NETZSCH nevertheless remains entitled to exercise its rights at a later time or in the event of further corresponding violations. Statutes of limitation remain unaffected by this.

11.3 The place of performance is always the registered office of NETZSCH.

11.4 The Authorized Parties may only offset undisputed, legally established or ready-for-decision claims against NETZSCH arising from these Terms of Use, the Customer Contract and/or the User Contract. The same applies to the use of his or her right of retention.

11.5 Should parts of individual provisions of these Terms of Use be invalid or void, the remaining part of the relevant provisions shall remain in force, provided that it still has a meaningful regulatory content and is comprehensible. The ineffectiveness or invalidity of individual provisions or parts thereof shall have no effect on the remaining provisions of these Terms of Use. The same applies to loopholes in these Terms of Use.

11.6 NETZSCH reserves the right to change the Terms of Use in the event of changes to the legal situation, the technical requirements for MyNETZSCH or for operational reasons. The Authorized Party will be notified of changes by email at least 30 days before the change takes effect. Registration is only possible if these new terms of use are accepted. If the changes are not accepted, the User Account will initially be blocked.

Otherwise, the consent of the Authorized Party shall be deemed granted if the Authorized Party does not object in writing within the notice period, or if the Customer Account or User Account continues to be used thereafter. The amendments to the Terms of Use shall automatically lead to the corresponding amendment of the Customer Contracts and/or User Contracts existing or concluded as of the date of the amendment, whereby the amended Customer Contracts and/or User Contracts shall replace the previous contracts. If the Authorized Party objects within the notice period, NETZSCH is entitled to extraordinary termination of the Customer Contract and/or User Contract without notice.