

Terms of Use for the MyMixingRoom Customer Portal

1. Scope, Acceptance of Terms, Precedence, Changes

1.1 Harburg Freudenberger Maschinenbau GmbH, Asdorferstrasse 60 57258 Freudenberg, Germany ("**HF**") manufactures special machinery for industrial use and offers related services. HF operates an electronic customer portal and exchange system under www.mymixingroom.com ("**Portal**"), which is open to direct customers or business partners of HF (together "**Users**").

1.2 The use of the Portal by the User and the utilization of the services offered by HF within the framework of the Portal, whether subject to charges or free of charge, shall be in accordance with the provisions of these Terms of Use ("**Terms**"). These Terms govern the relation between HF and Users in relation to access and use of the Portal and HF websites made available by HF and/or its affiliates from time to time.

1.3 Any deviating terms and conditions of the User shall not be accepted unless HF expressly agrees to their validity in writing. All terms and conditions arising from other business relationships between Users and HF shall remain unaffected by these Terms for the Portal.

1.4 Upon admission of User to the Portal in accordance with these Terms a free-of-charge usage agreement is concluded between HF and User. Use of the Portal and acceptance of services of HF may also be subject to disclaimers, legal notices, or other legal agreements. These Terms and any additional legal terms form a legally binding agreement between HF and User regarding access and use of the Portal and HF Services (as described below). If there is a conflict between the Terms and any additional legal terms, the Terms shall take precedence.

1.5 HF reserves the right to make changes to these Terms, the Portal and/or HF Services at any time. HF will notify User of such changes as soon as possible.

2. Services of HF

2.1 The services offered through the Portal might include, but are not limited to: (i) tools for identification of products and/or product lines, (ii) ordering, reporting, monitoring and diagnostics of Services, and training and support for HF products; (iii) tools for viewing and accessing usage and billing information and statistics for HF products and

services; (iv) documentation and specifications for HF products (e.g. manuals with operating instructions including instructions for preventive maintenance, reports of inspections carried out by HF, spare parts catalog and/or spare parts lists for identification of spare part codes, where available); (v) technical information and material and (vi) a log-book of maintenance events and tickets, which are shared between HF and User and in which maintenance events can be recorded (together the “**HF Services**”).

2.2 HF may use subcontractors or third parties for the offering or provision of HF Services and the fulfillment of contractual obligations at any time.

3. Registration, Access to the Portal, Authorization

3.1 Access to the Portal is restricted to actual HF customers or business partners.

3.2 User must obtain a login account in accordance with the applicable Terms.

3.3 User guarantees that the information provided for registration is correct and complete. HF may verify the accuracy and validity of the information. If this reveals any inaccuracy or invalidity, HF has the right to suspend or refuse access or terminate the account. User shall keep the information provided up to date at all times. The same applies to all information provided by User when setting up the account.

3.4 The login data (username and password) is confidential and personal. User is responsible for safeguarding the confidentiality and security and appropriate use of its access. User shall take all necessary steps to prevent any unauthorized third party from gaining access and notify HF without delay of any potential loss, breach of confidentiality or other risk of misuse of the login data.

3.5 If HF has reason to suspect that the confidentiality or security of the login data has been breached or is being misused, it may suspend or refuse access or terminate the account.

4. Use of the Portal

4.1 User shall use the Portal strictly in accordance with these Terms, all applicable national and international laws and legislation and only for professional purposes and without breach of third parties’ rights.

4.2 User is not permitted to
- make any changes to the Portal;

- upload, download, send or exchange data containing viruses, worms, spyware, malware or other harmful software;
- carry out operations or transactions that may interrupt, destroy, or restrict the functionality of the operation of the Portal; or
- submit information or material that infringe third party rights, is threatening or otherwise unlawful.

4.3 User is responsible for any use of the Portal (including misuse of the login data), and for any consequences that may arise directly or indirectly therefrom. Legal entities acknowledge that they are responsible for the actions and omissions of their employees when acting as users of the Portal.

4.4 User is liable for and will indemnify and hold harmless HF against any damage that results from the actions described above or any use of the Portal in a manner that does not comply with the Terms.

4.5 User acknowledges and agrees that it is responsible for the choice, purchase and operation of IT infrastructure (hardware, software and telecommunication services) required to connect with and to use the Portal and shall bear all costs associated with it.

5. Intellectual property rights

5.1 Unless otherwise stipulated, all intellectual property and know-how associated with the Portal is legally protected belonging exclusively to HF and its licensors.

5.2 HF grants User with the registration a limited, non-exclusive and non-transferable license to use the Portal and any content provided by HF ("**HF Content**") for the own professional purposes. HF may revoke the license at any time.

5.3 User may not

- modify, translate or adapt the Portal or HF Content;
- decompile or disassemble the Portal or HF Content;
- copy the Portal or HF Content or its content (or parts of it);
- reproduce, publish or otherwise make available, pass on, grant as a sub-license the Portal or HF Content to third parties;
- copy any ideas, characteristics or functions of the Portal or HF Content.

5.4 User grants HF a limited, non-exclusive and non-transferable license free of charge to use any content that User uploads on the Portal ("**User Content**"). The license includes (but is not limited to) the right to disclose, copy, reproduce, publish or otherwise make

available to third parties such User Content without the prior consent of User.

6. Services subject to Charges

6.1 HF Services may be subject to charges if agreed between the parties.

6.2 If or as soon as a HF Service is subject to charge, User will receive a request from HF as to whether he would like to continue using or start to use the chargeable HF Service(s) and User will be shown the price for the use of the respective HF Service(s). Neither this request nor any other presentation or advertising of chargeable services constitute a binding offer to conclude a corresponding contractual relationship.

6.3 Chargeable HF Services are activated for User by HF for a certain term, after which they can only be used again if User makes payment for the next term.

6.4 In the event of a future extension of HF's offer by other chargeable HF Services, User will be notified by HF as described in Clause 6.2 and can book the further chargeable HF Services in the same manner as described in Clause 6.3.

6.5 If User does not make use of the chargeable service(s) after the expiry of the warranty period or if User does not make payment for the next term pursuant to Clause 6.4, User can decide whether his entries (events/tickets) should be permanently deleted from the Service Book or hidden in case of a later use.

6.6 The Hf Services available on the Portal may also include services provided by third parties to which HF merely provides access. For the use of such - accordingly marked - services of third parties, deviating or additional regulations may apply.

7. Payment Modalities

7.1 User may make payment by invoice. User may at any time change the billing address stored in its personal user area.

7.2 Payment of the agreed price is due without deduction 30 days after the end of the month, in which the invoice was issued, unless otherwise agreed.

7.3 In the event of default in payment, HF keeps the right to suspend the unpaid service. User will have access to the respective service again upon receipt of full payment. The right to terminate for good cause shall remain unaffected.

7.4 User agrees to invoices being sent by e-mail and to the storage of billing data for purposes of proof and/or within the scope of statutory retention obligations.

8. Liability of HF, Limitation of Liability, Warranty

8.1 In the event of intent or gross negligence, also by its representatives and vicarious agents, HF shall be liable according to the statutory provisions. The same shall apply in the event of culpably caused damages resulting from injury to life, body and health, in the event of damages resulting from a violence of a guarantee as to quality, as well as in the event of defects that were fraudulently concealed.

8.2 In the event of damages to property and financial damages caused by slight negligence of HF, its representatives or vicarious agents, HF shall only be liable in the event of a violation of a material contractual obligation, however limited to the amount of the damage which was foreseeable at the time of conclusion of this Agreement and typical, taking into account the nature of this Agreement. Material contractual duties are such duties whose accomplishment enables proper fulfilment of an agreement and whose observance the contracting parties may regularly rely on.

8.3 The information on the Portal is provided "as is" and without warranty of any kind, expressed or implied, including, but not limited to any implied warranties of merchantability, fitness for any particular purpose, or non-infringement of third-party rights. While HF believes that the information provided is accurate, it may include errors or inaccuracies. In no event shall HF be liable to any User or other person for any damages (special, indirect or consequential) relating to the Portal and any HF Content or material on it, unless caused by gross negligence or intentional misconduct or the provision of such information is to be considered a material contractual duty.

8.4 Liability based on the applicable product liability act, claims for damages resulting from injury to life, body or health shall remain unaffected by the above limitations of liability.

8.5 Any further liability of HF other than set out above shall be excluded.

8.6 HF will to the best of its abilities take reasonable care to ensure the availability of the Portal. However, HF does not warrant or guarantee that the Portal will be available without interruption or degradation of service. In case of technical problems affecting the Portal availability, HF reserves the right to discontinue the operation of the Portal at its own discretion at any time, in whole or in part, temporarily or permanently and without stating reasons and without compensation or entitlements to claims for damages.

8.7 If operation and/or accessibility are restricted due to foreseeable circumstances (e.g. software updates), HF will inform User thereof in good time.

8.8 HF shall take measures to protect the data (e.g. backups) in accordance with the state of the art. However, HF shall not be subject to any custodial or safekeeping obligations with respect to the data. User is also responsible for ensuring that the data is adequately backed up.

8.9 HF shall not be liable for any impairment of the contractual use of the HF Services on the Portal caused by improper or incorrect use by User. The same applies to damages caused by improper disclosure or use of the access data.

8.10 Insofar as the Portal offers the possibility of forwarding to databases, websites, services, etc. of third parties, e.g. by setting links or hyperlinks, HF shall not be liable for any damages. HF is neither liable for the accessibility, existence or security of these databases or services, nor for their content. In particular, HF shall not be liable for their legality, correctness of content, completeness, up-to-dateness, etc.

8.11 Users acknowledge and accept that HF may suspend or refuse access to the Portal without compensation or entitlements to claims for damages (i) in case of suspected or actual breach of these Terms; (ii) if the information provided for the registration is inaccurate or invalid; (iii) if HF has any reason to suspect that the confidentiality or security of the login data have been compromised or breached or that the Portal is being misused; (iv) in case of fraudulent practices; (v) if HF's IT systems are being attacked; (vi) if required under applicable laws or regulations; (vii) for preventive, corrective or routine maintenance; and (viii) in any other situation where HF considers that suspension or refusal of access is reasonably required or desirable.

9. Other Obligations of User

9.1 User shall,

- set up and maintain the necessary data security precautions during the entire term of the agreement. This also refers to the careful and conscientious handling of login data;
- notify HF immediately of any technical or legal changes occurring in its area if they are likely to impair the provision of HF Services or the security of the Portal, including the services and functions offered thereon;
- cooperate in the clarification of attacks by third parties on the Portal, insofar as this cooperation by User is required;
- use the portal exclusively for the specified purposes.

9.2 User is obliged to refrain from all actions that jeopardize or disrupt the functioning of the Portal and not to access data to which he is not entitled. User agrees to indemnify and hold harmless HF from and against any and all claims, including reasonable attorneys' fees and court costs, asserted by third parties against HF due to User's failure to comply with its obligations.

9.3 User agrees to maintain absolute confidentiality vis-à-vis third parties regarding all business transactions of which he becomes aware in the course of using the Portal, in particular regarding business secrets, unless otherwise stipulated in the Terms or in other mutual agreements, or unless there is a statutory duty to disclose such information. The obligation to maintain secrecy shall continue to exist even after the use of the Portal has ended.

10. Data Security and Data Privacy

10.1 HF's servers are secured in accordance with the state of the art, in particular by firewalls; however, User is aware that there is a risk for all participants that transmitted data can be intercepted in transit. This applies not only to the exchange of information via e-mail leaving the system, but also to the Portal mailbox and all other transmissions of data. The confidentiality of data transmitted in the course of using the Portal can therefore not be guaranteed.

10.2 HF will collect and process personal data in compliance with all applicable data protection laws. For more information, please see the [Privacy Statement MyMixing-Room](#).

10.3 HF will treat as confidential all data relating to User that is marked as confidential by User and will use such data only in accordance with these Terms. HF reserves the right to deviate from these Terms if HF is required to disclose User data due to legal or regulatory requirements.

10.4 By granting access User warrants to HF that he has complied with all applicable data protection laws with regard to the data transmitted by him and releases HF from any claims, including claims under public law. In particular, User must ensure that any necessary consent is obtained from data subjects before personal data of data subjects is posted on the Portal.

11. Assignment and Offset

11.1 Partial or complete assignment of User's rights under the contract with HF to third parties is excluded.

11.2 User is only entitled to set off counterclaims against HF if these counterclaims are undisputed or have been legally established.

11.3 HF is entitled to transfer the rights and obligations arising from this contractual relationship with User to a third party without the User's consent. In the event of a transfer to a third party, User has the right to terminate the transferred contractual relationship with HF without notice.

12. Term of Contract

12.1 The agreement underlying these Terms begins with User`s admission to the Portal and can be terminated by User at any time.

12.2 Each party has the right to terminate the agreement (use of the Portal and chargeable HF Service(s)) for good cause without notice.

Good cause for HF is in particular:

- the violation by User of the provisions of the Terms, which is not remedied even after expiration of a deadline set by HF;
- the tortious act of User or the attempt to commit such an act, e.g. fraud
- User's default in payment according to the payment to be made by User by more than four weeks
- ongoing operational disruptions due to force majeure beyond the control of HF, e.g. natural disasters, fire, breakdown of line networks through no fault of HF.

12.3 Any termination must be in writing or in electronic form (by fax, e-mail). Termination by means of a ticket shall not be deemed to be true to form.

12.4 Before termination of the Portal use, User has the possibility to extract his data from the Portal.

13. Modification of the Terms

13.1 All other terms and conditions arising from other business relationships between User and HF remain unaffected by the Terms.

13.2 HF is entitled to amend the Terms after acceptance by User, provided that essen-

tial provisions of the Terms are not affected thereby and this is necessary to adapt to such developments that were not foreseeable at the time of acceptance by User and whose non-consideration would not insignificantly affect the balance of the relationship. Material provisions are in particular those relating to the type and scope of the agreed services, term and termination. Furthermore, adjustments or additions may be made insofar as this is necessary to eliminate loopholes that have arisen after acceptance by User. This may be the case, in particular, if case law changes and one or more clauses of these Terms are affected by this.

13.3 HF will notify User of any changes and amendments to these Terms and/or changes to the scope of services or the functionality of the Portal by electronic mean (e-mail/notification at access). If User does not object to such changes within four weeks after receipt of the notification, the changes shall be deemed to have been agreed.

14. Final provisions

14.1. To the exclusion of the UN Convention on Contracts for the International Sale of Goods the law of the Federal Republic of Germany shall apply. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which User has its habitual residence as a consumer, shall remain unaffected.

14.2. The place of performance shall be the registered office of HF.

12.3. The place of jurisdiction for all legal disputes is Siegen, Germany. HF is also entitled to file suit at User's general place of jurisdiction.

14.4. Should individual provisions of the Terms be or become invalid and/or contradict legal regulations, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the contracting parties by mutual agreement with a provision that comes as close as possible to the economic purpose of the invalid provision in a legally effective manner. The above provision shall apply accordingly in the event of regulatory gaps.

May 31, 2023