

Terms of Use for the CustomerCenter of BAUER Maschinen GmbH (as per: January 2016)



BAUER Maschinen GmbH, Schrobenhausen (“Operator”) offers registered customers/users (“User”) further opportunity to take part in a customer dialogue on the website of the CustomerCenter under CustomerCenter.bauer.de and all the subdomains belonging to this domain (“CustomerCenter”), including the possibility of viewing offers of machinery and accessories of the Operator and buying and selling machinery and accessories to and from third parties on a used machinery portal.

Unless otherwise agreed in an individual case, the use of the CustomerCenter is free of charge for registered users.

Use of the CustomerCenter is permitted solely on the terms set out below. By using the CustomerCenter, the User accepts the respective terms.

A. General Terms of Use of the CustomerCenter

1. Registration

- 1.1. It is necessary to register as a member prior to use of the CustomerCenter. Registration is free of charge. It is carried out by opening a user account after agreeing to these Terms of Use. Upon registration and the subsequent activation, a contract on the use of the CustomerCenter (“Contract for Use”) shall come into effect between the Operator and the User. Only legal entities and partnerships are permitted to register. The operator is free to deny certain users access to the portal after registration.
- 1.2. The data requested by the Operator upon registration shall be stated in full and correctly. A legal entity may only be registered by a natural person with a power of representation who must be named. If the data provided change after registration, the User shall immediately correct the data in his member account.
- 1.3. The User shall choose a user name and a password upon registration. The user name shall be the e-mail address of the User and shall not infringe any third party rights – particularly rights to the use of a name or trademark rights – and shall not offend against common decency. The User shall keep his password secret and carefully protect access to his member account. The User shall immediately notify the Operator if there is any indication of a member account being misused by third parties.

2. Terms of use

- 2.1. The user account is not transferable. The areas of the CustomerCenter protected against access shall only be used by the registered User himself. Permitting other persons to use the CustomerCenter is prohibited. The User shall be held responsible for any damage which arises on account of the unauthorised use of a password by unauthorised parties.
- 2.2. The Operator reserves the right to modify, expand or discontinue the content, structure and scope of the CustomerCenter at any time. The User shall have no right to the permanent availability of the services offered.
- 2.3. All texts and illustrations contained on the internet platform of the CustomerCenter are protected by copyright. Any use, particularly the copying and takeover of texts from the database available, is not permitted without the prior consent of the rights holder. In

particular, commercial use and/or disclosure to third parties free of charge or for payment are prohibited.

3. Data protection

- 3.1. We take data protection very seriously. You will find detailed information on this subject under CustomerCenter.bauer.de/termsOfUseEn

4. Liability of the Operator

- 4.1. The Operator shall only be liable for damage if and insofar as the Operator or its vicarious agents acts with intent or gross negligence. The Operator shall be liable for all culpable conduct in the event of any breach of essential contractual duties (cardinal duties) and in the event of death, physical injury or an impairment of health.
- 4.2. In the event of a breach of a cardinal duty resulting from minor negligence, liability shall be limited to typical damage foreseeable on conclusion of contract. In other respects the liability of the Operator shall be excluded. Claims for damages by the User shall become time-barred one year from the commencement of the statutory limitation period.

5. Liability of the User

- 5.1. The User shall indemnify the Operator from all claims which other users or other third parties assert against the Operator based on an infringement of their rights by the products and contents placed on the used machinery portal by the User or due to the User’s use of the CustomerCenter in other respects provided that the User is responsible for the infringement. The User shall pay the costs of the necessary legal defence in this connection.

6. Duration and blocking

- 6.1. The Contract for Use shall run for an indefinite period. Each contractual party shall be entitled to terminate the Contract for Use at any time with a notice period of 14 calendar days. With the termination of the licence agreement, or if the access was not used for more than 12 months, the operator reserves the right to block the user’s access to the CustomerCenter and to delete the stored user data. This shall be without prejudice to the right to block access based on other provisions and to terminate the Contract without notice.
- 6.2. If there is any specific indication that a User is acting in breach of statutory provisions, third-party rights or the Terms of Use or if the Operator has any other legitimate interest, particularly to protect other users, the Operator shall have the right to provisionally or permanently block access by the User and permanently delete the user data.



7. Choice of law, place of jurisdiction, miscellaneous

- 7.1. The place of performance is Schrobenhausen, Germany.
- 7.2. This contract shall be governed by the law of the Federal Republic of Germany excluding the UN Sales Convention. Schrobenhausen, Germany, is agreed as the exclusive place of jurisdiction.
- 7.3. In the even that these Terms of Use are invalid in whole or in part, the contract shall remain valid in all other respects. If individual provisions are invalid, the content of the Contract for Use shall be based on legal provisions.

B. Special Terms of Use of the Used Machinery Portal

1. Services of the used machinery portal

- 1.1. The used machinery portal is a marketplace within the CustomerCenter for used machines and/or accessories and spare parts thereto ("**Products**") where the demand and supply of Users are brought together. The Operator merely provides the portal via which Users can contact other Users for the subsequent sale of Products. The terms of sale of a Product shall be agreed between the Users involved on a case-by-case basis after establishing contact. Products are placed on the used machinery portal and inquiries are responded to by Users solely on the terms set out below.
- 1.2. The placement of Products on the portal shall be confined to Products produced by the Operator and its affiliated companies. The placement of other Products, particularly of competitors of the Operator and their affiliated companies, shall not be permitted.
- 1.3. If the User places contents on the portal, he shall grant the Operator the revocable, temporally and spatially unrestricted right to hold the contents available for retrieval on the used machinery portal. However, the Operator shall not be obliged to save these contents or hold them available for the User. The User shall be responsible for archiving information which can be seen and which is saved on the used machinery portal which he requires for the purposes of preserving evidence, accounting etc. on a storage medium independent of the Operator.
- 1.4. As soon as a User informs the Operator of his interest in an advertised Product, the Operator shall inform the User advertising the Product and the User interested in the Product of the data provided by each User which are required for both parties to establish contact. The respective User declares his consent to the transmission of these data.

2. Duties of the advertising and the inquiring User

- 2.1. The advertising User shall place his respective Product in the right category and use words and pictures to provide a full and accurate description of the product. In this connection all the qualities and features essential for the purchase decision and the faults which reduce the value of the Product shall be truthfully stated. The User shall not publish any contents whatsoever via the used machinery portal which are illegal, immoral or improper. All content shall be considered improper which does not exclusively serve to prepare for a specific contract or does not comply with these Terms of Use. In particular,

the Operator shall not be liable for the accuracy and / or completeness of the advertisements.

- 2.2. Each Product shall only be advertised once at any given time. The Products may be illustrated by photos which shall be only of the actual Product being offered. The advertising User shall be in possession of the actual Product offered, and ownership shall not be subject to any encumbrance.
- 2.3. The User shall be prohibited from sending or inserting data which on account of the type, nature, size or quantity thereof could damage or block the operation of the computer centre or the data network of the Operator or computers of any other third parties or which could spy out or damage the data they contain.
- 2.4. The product description and the images used in this context may not infringe third-party rights and must relate solely to the product being offered. Any advertising over and above this is prohibited.
- 2.5. The Operator shall be entitled to delete false, illegal, immoral or improper contents without prior notice. As a basic principle, the Operator reserves the right to refuse to offer Products on the portal or to delete Products being offered. It shall not be necessary to justify such action or have any reason for doing so.
- 2.6. The Operator shall only conduct a very limited review of the data entered upon registration because it shall only be possible to identify persons in the internet to a limited extent. It shall therefore not be impossible for false contact data to be entered for a User account. For this reason each User shall be responsible for satisfying himself of the identity of his contracting partner.
- 2.7. Users shall not use the contact data and contact information of other Users for any purpose other than for the preparation and conclusion of a contract for a Product placed on the portal. In particular, it shall be prohibited to disclose such data to third parties without their express consent or to use these or have them used for advertising purposes.
- 2.8. For the provision of the second hand machinery portal for sales partners of Bauer Maschinen GmbH (dealers, agents, affiliated companies), the operator is authorized to charge a commission of 0.75% on every successfully concluded sale. The sales partner is obliged to inform the operator about every successful sale and about the selling price. The commission is to be paid within 30 days after Bauer Maschinen GmbH issues the invoice.