

The TERMS OF USE

GEA SalesPro

(as of August 2023)

1. GENERAL INFORMATION

1.1 GEA Farm Technologies GmbH, Siemensstraße 25-27, 59199 Bönen ("GEA") is the owner of extensive rights of use to the software application GEA SalesPro ("GEA SalesPro"), with the help of which authorised dealers of GEA can manage and control the sale of GEA products. GEA is prepared to enable the Licensee to use these software applications operated by GEA by way of a software-as-a-service providing model ("SaaS Modell") and to grant the Licensee a non-exclusive, time-limited rights of use to these software applications in this context.

1.2 GEA SalesPro is a web-based service that allows the Licensee to control the individual configuration and ordering of GEA equipment as well as the pricing and quotation to the end user. GEA SalesPro ("Software") provides comprehensive information on spare parts, accessories and hygiene products, including availability and prices, and enables the processing of spare parts orders. Warranty claims and complaints can be created via the system and transmitted to GEA. The status of all orders and warranty claims can be tracked in the Software. GEA provides a detailed description of the entire functional scope of the Software in the associated operating instructions as part of the Licensee's registration process before the Software is activated.

2. SCOPE OF APPLICATION

2.1 By completing registration, the Licensee confirms that he or she has had the opportunity to read the Terms of Use in advance and that they apply between the Licensee and GEA for the use of the Software.

2.2 Any terms and conditions of the Licensee that conflict with or deviate from these Terms of Use or statutory provisions shall not apply, even if GEA has not separately objected to them.

2.3 These Terms of Use apply to all upgrades, updates, changes and updates of the Software ("Updates") as well as to all services and information available through the use of the Software, except where separate provisions have been made which shall then have priority.

2.4 GEA may amend these Terms of Use at any time, provided that the contractually agreed scope of performance of the Software is not significantly restricted or impaired as a result ("insignificant amendment"). In the event of changes other than insignificant changes, GEA shall notify the Licensee of the amended Terms of Use, highlighting the changes and setting a reasonable deadline for objection. If the Licensee does not object to the changes within this period and continues to use the Software after this time, this shall be deemed as acceptance of the changed Terms of Use. GEA shall draw the Licensee's attention to this consequence together with the notification of the amended Terms of Use. In the event of a timely objection by the Licensee to the amended Terms of Use, GEA may terminate the Licensee's use of the Software.

2.5 If the Software is used by companies or other legal entities, the respective company or legal entity is represented by the Licensee and must accept responsibility for its actions and knowledge.

2.6 There is no entitlement to use the Software. GEA may reject any registration request at any time prior to registration without giving reasons.

3. SUBJECT MATTER OF THE CONTRACT

3.1 The subject of these Terms of Use is the granting of access and usage rights via the medium of the Internet for the Licensee and the granting of storage space on the servers of GEA in relation to the Software provided and operated by GEA and specified in more detail in the operating instructions in accordance with Section 1.2. Insofar as the Software enables the linking or linking with software applications of third party providers ("Third Party Applications") in accordance with the operating instructions, these third party applications are exclusively and conclusively subject to the Terms of Use of the third party providers concerned, in particular (without limitation) with regard to all regulations made there concerning availability, maintenance, defect rights, defects of title and liability.

3.2 GEA shall make the Software available to the Licensee free of charge until further notice, but reserves the right, at its own discretion, to charge for its use in the future. GEA shall inform the Licensee accordingly.

3.3 GEA is permitted to involve subcontractors. The use of subcontractors does not release GEA from its sole obligations towards the Licensee.

3.4 Services not expressly described in these Terms of Use are only subject to the Terms of Use if they are agreed separately in writing.

4. PROVISION AND OPERATION OF THE SOFTWARE

4.1 GEA operates the Software in its data centre and grants the Licensee the opportunity to access the Software and use it as designated. The functionalities and other characteristics of the Software are set out in the description in Section 1.2 and in the documentation. The Licensee's right of use is non-exclusive, limited in time to the term of these Terms of Use, non-transferable, non-sublicensable and limited to the Licensee's own business purposes. The Licensee may not use the Software directly or indirectly for the business purposes of third parties. The Licensee has no access to the source code of the Software.

4.2 The Licensee may only reproduce the Software insofar as this is covered by the intended use of the Software in accordance with the current operating instructions. Necessary duplication includes any necessary downloading of the Software into the working memory on the GEA server as part of browser-based use of the Software, but not even temporary installation or storage of the Software on data carriers (such as hard drives or similar) of the hardware used by the Licensee.

4.3 The Software is provided at the transfer point. The transfer point is the interface between GEA's data centre and the network via which the Licensee accesses the Software, e.g. the Internet or a VPN line.

4.4 GEA guarantees the following availability of the Software:

SLA availability	
Availability	Monday to Sunday 00:00 - 24:00.
Measuring point	Transfer point
Measuring range	Per year
SLA	95 % (per year)

Availability is deemed to be achieved if the application can be used without serious disruptions to operations.

The following interruption times (i.e. times during which the Software is not available) are not taken into account when calculating availability:

- Interruption times for maintenance purposes after appropriate advance notice (maintenance windows, release changes, offline backups, etc.),
- Interruption times caused by force majeure,
- Interruption times caused by the Licensee or third parties.

4.5 GEA grants the Licensee access to user manuals for the Software in digital form.

5. **MAINTENANCE AND SUPPORT**

5.1 GEA shall regularly maintain and update the Software so that it complies with changed mandatory technical and/or legal requirements. GEA may also make other optimisations, improvements or extensions to the applications at its own discretion.

5.2 For third-party applications, the Licensee must obtain any maintenance measures himself in accordance with the Terms of Use of the relevant third-party providers. Insofar as GEA undertakes certain measures and recommendations (e.g. the installation of service packs or patches), this is done by GEA exclusively on a voluntary basis, without this being a service owed to the Licensee.

5.3 GEA will answer Licensee's enquiries regarding the use of the Software as soon as possible after receipt of the respective question by telephone or in text form or forward them to the local GEA unit, which will then answer the enquiry.

6. **OBLIGATIONS OF THE LICENSEE**

6.1 The Licensee is responsible for ensuring that the technical requirements for access are created and maintained in his area, in particular with regard to the hardware and operating system software used, the connection to the Internet and the current browser software. On request, the provider will indicate which browsers are currently supported.

6.2 The Licensee undertakes to train or have trained those of its employees who are to use the Software comprehensively in the use of the Software on the basis of the operating instructions. Employee training is a prerequisite for the intended use of the Software.

6.3 The Licensee is obliged to take suitable measures to protect its access and any user IDs and passwords assigned to it against access by unauthorised third parties.

6.4 The Licensee shall allow remote access for support by GEA (with the consent of the end user).

6.5 The Licensee shall inform GEA at an early stage of all projects of the Licensee that could affect the Software or its use by the Licensee.

6.6 The Licensee shall be responsible for the network and telephony connections up to the transfer point and shall bear the costs incurred; failures of the network and telephony connections are not taken into account for assessing the agreed availability.

6.7 The Licensee must document any errors found in the Software in reproducible form and notify GEA immediately.

- 6.8 The Licensee shall ensure that the system environment in which it uses the Software is managed in accordance with applicable due diligence and industry standards. The Licensee shall maintain its system environment (hardware and software) on an ongoing basis and, in particular, take security precautions (firewall, anti-virus, DMZ, etc.) in accordance with current and industry-leading standards.
- 6.9 The Licensee is obliged to regularly back up its data stock with the care of a prudent businessman.
- 6.10 The Licensee shall not use the Software for its commercial accounting and shall ensure that documents required for this purpose and generated using the Software are stored and backed up on its own systems.
- 6.11 The Licensee is obliged to inform its customers about the disclosure of their data to GEA in individual cases in accordance with the applicable data protection regulations (e.g. insofar as the disclosure is necessary for the fulfilment of the contract by GEA (direct delivery or necessary service visits)) and to ensure that the disclosure of this data to GEA does not contradict the applicable data protection regulations. In particular, the Licensee shall refer its customers affected by this to the GEA data protection guidelines or make these available to the customers. Insofar as the forwarding of this data to GEA is not necessary in order to fulfil GEA's contractual obligations towards the Licensee, the Licensee shall not be obliged to forward this data to GEA.

7. **CLAIMS FOR DEFECTS**

- 7.1 The Licensee shall notify GEA of defects in the Software in text form as soon as they are recognised. The notification must contain a sufficiently specific description of the defect. Rectification presupposes that the defect can be reproduced or replicated.
- 7.2 GEA warrants that the contractually agreed quality of the Software will be maintained during the term of the contract and that no rights of third parties conflict with the contractual use of the Software. GEA shall rectify any material defects and defects of title in the Software within a reasonable period of time.
- 7.3 The defect may also be remedied by means of a workaround, provided that this does not fundamentally disable the functionality owed. If a defect does not impair the functionality of the Software or does so only insignificantly, GEA shall be entitled to rectify the defect by supplying a new version or an update as part of its normal version, update and upgrade planning, to the exclusion of further claims for defects.
- 7.4 GEA is not responsible for the Software's ability to run in conjunction with any third party applications used by the Licensee and does not warrant or guarantee that the Software (i) will be compatible with the Licensee's hardware or software; (ii) will be available at all times or at specific times without restriction beyond the agreed availability; (iii) fulfils the Licensee's requirements or other special performance or functional requirements not agreed in these Terms of Use; (iv) does not cause any loss of data, unless this is due to an error in the Software (caused intentionally or through gross negligence by GEA); (v) is free from viruses, malware, faults or other components that could jeopardise security.
- 7.5 The Licensee shall have no rights due to defects if he has made changes or modifications to the Software that have not been authorised by GEA or has not used it in accordance with the application specifications or the user manual, unless the defect is not attributable to this circumstance.
- 7.6 GEA does not give any guarantees in the sense of a guarantee of quality or durability within the meaning of §§ 443, 444 and 639 German Civil Code (*BGB*) or an independent guarantee promise in these Terms of Use and the associated documentation. Anything to the contrary

shall only apply if GEA uses the terms "guarantee" or "guaranteed" in an express written commitment.

- 7.7 Claims for defects other than those specified in these Terms of Use do not exist in favour of the Licensee. The right of the Licensee to demand compensation for defects within the limits of Section 8, if GEA is responsible for the damage, remains unaffected.

8. **LIABILITY**

- 8.1 GEA shall be liable without limitation for damages resulting from injury to life, limb or health as well as for intent, gross negligence, fraudulent concealment and - where applicable - in accordance with mandatory statutory liability (such as the). Otherwise, GEA's liability for material defects and defects of title or other claims for damages is excluded.

- 8.2 The above limitation of liability also applies to the personal liability of the licensor's employees, representatives and bodies. GEA is not liable for indirect damage, consequential damage or loss of profit.

- 8.3 The limitations of liability in this Section 8 apply to all claims for damages and reimbursement of expenses in connection with these Terms of Use, irrespective of the legal grounds.

9. **FORCE MAJEURE**

- 9.1 In cases in which it is not possible or reasonable for either party to fulfil its contractual obligations due to force majeure, the other party shall have no claims for damages or other rights (including rights of organisation, objections or defences) in this respect. However, the party affected by the force majeure event shall take all reasonable measures to minimise the impact of the force majeure event on the other party and the contractual obligations incumbent upon it, and at the same time to maintain its own performance as far as possible. The party that is prevented from fulfilling its contractual obligations due to a force majeure event must inform the other party of this without delay. Furthermore, the party shall immediately after the cessation of the effect of force majeure make up for those services in accordance with the contract which it was prevented from rendering by and during the effect of force majeure.

- 9.2 Force majeure shall be deemed to be any event for which the party concerned is not responsible and which cannot be averted by reasonably expected care, which prevents the party concerned from fulfilling its contractual obligations in whole or in part, in particular (without limitation) natural events, war, terrorist attacks, epidemics, cases of arson, objective impossibility of procuring energy.

10. **VALIDITY AND TERMINATION OF USE**

- 10.1 These Terms of Use shall apply to the Licensee from the date described in Section 2.1.

- 10.2 The Licensee's right of use shall automatically terminate without notice if (i) the Licensee leaves the employment of an authorised dealer of GEA, or (ii) the contract concluded by GEA with the authorised dealer is terminated or otherwise ended. GEA shall block the relevant user account of the Licensee without any notice of termination being required.

- 10.3 GEA also reserves the right to block the Licensee's user account without prior notice and to terminate the user relationship without the need for a separate notice of termination (reclaim within the meaning of Section 604 para. 3 German Civil Code (*BGB*)); GEA shall take reasonable account of the legitimate interests of the Licensee (no reclaim at an inopportune time). GEA reserves the right to block the Software in particular (without limitation) if the Licensee has not used the Software for a consecutive period of more than 6 months. At the Licensee's request, GEA shall examine the cancellation of the blocking, in particular whether no reason within the meaning of Section 10.2 has arisen in the meantime.

10.4 GEA reserves the right to suspend the provision of the Software at any time in accordance with Section 2.42-4 to modify, suspend or discontinue the provision of the Software in whole or in part. In addition, GEA reserves the right to amend these Terms of Use at any time with reasonable notice.

10.5 The right to terminate the contract for good cause remains unaffected in all cases.

11. DATA PROTECTION

11.1 The parties undertake to comply with the applicable data protection laws. In particular, the Licensee shall comply with all data protection obligations towards its customers and inform them accordingly.

11.2 GEA shall store and process personal data transmitted by the Licensee exclusively within the scope of the operation of the Software and in compliance with the applicable data protection law. The Licensee shall ensure that any transfer of personal data to GEA (in particular from third parties) is carried out in accordance with the applicable data protection law. GEA shall conclude a data processing agreement with the Licensee insofar as the Licensee has personal data processed in the context of using the Software.

12. CONFIDENTIALITY

12.1 The parties undertake to treat as confidential any information ("**Confidential Information**") that becomes known to them in connection with these Terms of Use and their implementation, to protect it against unauthorised access by third parties and, in particular, not to disclose it to third parties without the consent of the other party. This applies in particular to all information relating to and in connection with the Software. The parties shall use confidential information of the other party exclusively for the purposes of implementing these Terms of Use. Insofar as one party provides the other with business secrets (Section 1 German Trade Secrets Act (*GeschGehG*)) in the context of the implementation of these Terms of Use, it must classify these accordingly and, if necessary, point out any additional protective measures required.

12.2 Confidential information may be passed on to employees and third parties insofar as this is necessary for the implementation of these Terms of Use (need-to-know principle) and the party concerned uses secure information transfer and communication channels for this purpose. The parties shall also ensure compliance with this confidentiality obligation by the third parties engaged by them in connection with these Terms of Use, in particular their freelancers and subcontractors. Subcontractors shall be obliged to maintain confidentiality in writing and in a manner comparable to this clause 12.

12.3 The confidentiality obligation does not apply to such information of the other party that

- (a) were already known to one party prior to disclosure by the other party,
- (b) are publicly known or become publicly known without violating Section 12.1,
- (c) have been developed independently by one party without using confidential information of the other party, or
- (d) disclosed to one party by a third party without breach of a confidentiality obligation to the other party.

12.4 Each party may disclose Confidential Information to third parties insofar as it is obliged to do so by law or by order of government bodies; the other party must be informed of this as early as possible and in advance, insofar as legally permissible.

12.5 Each party shall notify the other party immediately if it becomes aware that confidential information has been disclosed to unauthorised persons in any way or if there are circumstances indicating that there is a risk that this could happen.

12.6 The confidentiality obligations pursuant to this Section 12 shall apply for five (5) years beyond the end of the contract.

13. **FINAL PROVISIONS**

13.1 Insofar as annexes to these Terms of Use are agreed, these shall form an integral part of these Terms of Use. The provisions of the main part of these Terms of Use (Sections 1 to 13) shall take precedence over the provisions of the annexes, unless otherwise expressly agreed in the annexes with reference to the specific provision of this main part that is to be deviated from, or unless another provision is expressly agreed in this main part.

13.2 Amendments and additions to these Terms of Use and the waiver of rights arising from these Terms of Use must be made in writing to be effective. The Parties agree that they cannot meet the written form by using an electronic form.

13.3 The transfer of rights and obligations arising from these Terms of Use by one party to third parties requires the written consent of the other party. The assignability of monetary claims remains unaffected (Section 354a German Commercial Code (*HGB*)).

13.4 These Terms of Use shall be governed by German law to the exclusion of its conflict of law's provisions. The UN Convention on Contracts for the International Sale of Goods shall not apply.

13.5 The exclusive place of jurisdiction for all disputes arising in connection with these Terms of Use or their validity is Bönen.

13.6 Should a provision of these Terms of Use or a provision subsequently included therein be or become invalid in whole or in part, or should a loophole be found in these Terms of Use, this shall not affect the validity of the remaining provisions. In place of the invalid provision or to fill the gap, the valid and enforceable provision that comes closest in legal and economic terms to what the parties intended or would have intended according to the meaning and purpose of these Terms of Use if they had considered this point when concluding the Terms of Use shall be deemed to have been agreed with retroactive effect.