

Terms and Conditions for ROWE Login ("Terms and Conditions")

Preamble

ROTH + WEBER GmbH, Betzdorfer Straße, D-57520 Niederdreisbach, Germany ("**ROWE**") operates the ROWE Login for its business customers where you will have access to the File Manager (downloads of manual, drivers, updates and ROWE advertising material). ROWE grants you access to the ROWE Login based on the following Terms and Conditions:

1. Login Data

1.1 ROWE has provided you with a personalized username ("**Username**") a freely chosen password ("**Password**").

1.2 You are obligated to keep your Username and Password confidential at all times and to protect them against access by third parties, in particular, you will

- (a) Not store your Username or Password on your computer or mobile device;
- (b) Ensure that third parties are not able to obtain your Username or Password during registration or log in to the ROWE Login.

1.3 You will inform ROWE without undue delay in case you become aware of any unauthorized disclosure of your Username or Password to third parties.

2. File Manager

ROWE provides you with free access to the material stored in the File Manager. Such material may include manuals for ROWE products, drivers for ROWE products or updates for ROWE products (together "**ROWE Materials**"). ROWE provides you as well with different versions of the ROWE company logo ("**ROWE Logo**"), brochures and flyers for ROWE products (together "**ROWE Marketing Materials**").

2.1.1 ROWE grants you a limited, worldwide, license, which is non-exclusive and nontransferable and which cannot be sublicensed, to copy, use, distribute and make available to the public the **ROWE Materials** in each case solely in connection with the original ROWE products.

2.1.2 ROWE may revoke the license for the ROWE Materials at any time.

2.1.3 You will test any ROWE Materials before they are released by you for any use.

2.1.4 You are not entitled to decompile any software among the ROWE Materials except to the extent permitted under Section 69e German Copyright Act (*Urhebergesetz*) and only if ROWE has not provided you within reasonable time upon your written request with data and/or information required to ensure the interoperability of the software with other software.

2.2.1 ROWE grants you a limited, worldwide, license, which is non-exclusive and nontransferable and which cannot be sublicensed, to copy, use, distribute and make available to the public the **ROWE Marketing Materials** in each case solely in connection with the sale and distribution of original ROWE products.

2.2.2 The ROWE Marketing Materials are subject to copyright and trademark protection in some countries. ROWE does not guarantee the validity of the trademark protection or any other protection by intellectual property rights.

2.2.3 You have to ensure that you do not infringe violate applicable laws or accepted principles of morality or infringe third party rights while using the ROWE Marketing Materials. You also have to ensure that information added by you true and not misleading. In particular, you will not distribute incorrect information about ROWE in connection with the ROWE Marketing Materials. You are not entitled to represent ROWE or to make any statement on behalf of ROWE.

2.2.4 In case you use test labels of any kind in connection with the ROWE Marketing Materials, you will ensure that you are in full compliance with the terms and conditions of the respective testing organization.

2.2.5 The following guidelines must be followed for all use of the ROWE Logo:

- (a) The ROWE Logo must be used as provided by ROWE in the Media Login with no changes, including but not limited to changes in the color, proportion, or design. The size may only be changed in a way the keeps the original proportion of the ROWE Logo. The ROWE Logo may not be animated, morphed, or otherwise distorted in perspective or appearance;
- (b) To properly stage the ROWE Logo, a minimum clearance between the ROWE Logo and other elements must be maintained.;
- (c) The ROWE Logo may not be used in any manner that might imply that any non-ROWE materials, including but not limited to goods, services, websites, or publications are sponsored, endorsed, licensed by, or affiliated with ROWE;
- (d) The ROWE Logo may not be imitated or used as a design feature in any manner;
- (e) The ROWE Logo may not be used in a manner that would disparage ROWE or its products or services;
- (f) The ROWE Logo must stand alone and may not be combined with any other object, including but not limited to other logos, words, graphics, photos, slogans, numbers, design features, or symbols.
- (g) The ROWE Logo must not be incorporated or used in any manner as part of, or in close proximity to another company's name, domain name, product or service name, logo, trade dress, design, slogan, or other trademarks. The ROWE Logo must never appear with any other symbol or icon; contained within a box, circle, or other shape; or combined with any other name, logo, or icon to create a cobranded logo.

2.2.6 Any rights arising from your use of the ROWE Marketing Materials are automatically transferred to ROWE. You will not file for any intellectual property registration (including without limitation trademarks or domains) in relation to the ROWE Marketing Materials (including without limitation the ROWE Logo).

2.2.7 You will provide ROWE with a copy of the marketing material which makes use of the ROWE Marketing Materials before any commercial use of the marketing material. The receipt of the marketing material by ROWE shall not be considered as an approval thereof.

2.2.8 ROWE may revoke the license for the ROWE Marketing Materials at any time.

3. General

3.1 Availability, Changes and Closure of the ROWE Login

- (a) ROWE is not obligated to ensure any availability of the ROWE Login.
- (b) ROWE is entitled to change the functions of the ROWE Login and available materials at any time.
- (c) ROWE may close the ROWE Login at any time.

3.2 Malware Protection

You will only download ROWE Materials and ROWE Marketing Materials, if the system which you are using for the download is protected by up to date malware protection.

3.3 Data Protection and Declaration of Consent to Processing of Personal Data

- (a) ROWE will collect, process and use your personal data (your name, contact data, company affiliation, Username and information you provide to ROWE, e.g. by email) to the extent necessary to enable you to use the ROWE Login and to handle any communication with you.
- (b) **You agree that ROWE logs your activities (including your IP address) on the ROWE Login (i.e. which ROWE Material and ROWE Marketing Material you download) and stores this information for 12 months for the purpose of controlling your compliance with these Terms and Conditions.**
- (c) ROWE will in individual cases by order of the competent authorities transfer your personal data to these authorities to the extent that this is needed for purposes of prevention or prosecution of crime or for the enforcement of intellectual property rights.

3.4 Warranties and Disclaimer

- (a) The ROWE Materials and the ROWE Marketing Materials are provided "as is". Any rights with regard to a defect (*Gewährleistungsrechte*) are excluded unless ROWE has fraudulently concealed the defect or gave a guarantee (*Garantie*) of the quality of the ROWE Materials or the ROWE Marketing Materials.
- (b) Any statement made by ROWE with regards to the ROWE Platform and the ROWE Materials or ROWE Marketing Materials, in informational materials, on websites, and in other documents shall not trigger a strict liability (*verschuldensunabhängige Haftung*), but shall serve only as a general description of the ROWE Platform and such description shall not constitute a guarantee (*Garantie*) of a characteristic feature, unless expressly stated therein.

3.5 Liability and Indemnification

- (a) ROWE shall only be liable for damages arising out of acts or omissions of its directors, officers, employees or subcontracting parties which are caused by intent or gross negligence. This shall neither apply to liabilities for death and/or personal injuries nor for any infringement of cardinal obligations. In the event of a slightly negligent breach of a cardinal obligation (i.e. an obligation to fulfill a provision which is indispensable for the execution of these Terms and Conditions and on which you normally rely, whereby not fulfilling it would endanger the purpose that the parties intend to achieve through these Terms and Conditions), ROWE's liability shall be limited to such damages as typically foreseeable at the time of your acceptance of these Terms and Conditions.
- (b) You will indemnify and hold harmless ROWE from and against any damages (including without limitation third party claims), costs and expenses which relate to or arise from or a culpable breach of these Terms and Condition by you.

3.6 Applicable Law and Jurisdiction

- (a) These Terms and Conditions shall be governed by, and be construed in accordance with, the laws of the Federal Republic of Germany, without regard to principles of conflicts of laws and without regard to the UN Convention on the Sale of Goods.
- (b) Any disputes under or in connection with these Terms and Conditions (including those regarding its validity) shall be exclusively settled in the courts competent at the seat of ROWE.

4. Applicable law and Place of jurisdiction

4.1 These Terms and Conditions shall be subject to the laws of the Federal Republic of Germany with the exception of the rules of the private international law and the United Nations Convention on Contracts for the International Sale of Goods (CISG).

4.2 As far as both Parties are merchants, legal entities (under public law) or a special fund under public law, the courts at the seat of ROWE shall have exclusive jurisdiction over all disputes arising from or in connection with the Terms and Conditions.

5. Miscellaneous

5.1 These Terms and Conditions supersedes all prior agreements, written or oral, between the Parties relating to the subject matter of the Terms of Use.

5.2 The Terms and Conditions may be modified or amended in all or in part only in writing.

5.3 If any of the provisions of the Terms and Conditions shall become or be held invalid or unenforceable, all other provisions hereof shall remain in full force and effect. The invalid provision or unenforceable provision shall be replaced by a valid or enforceable provision which economically accomplishes as far as possible the purpose and the intent of the invalid or unenforceable provision. The same shall apply to gaps in the Terms and Conditions (if any).