

These Terms of Use („ToU“) apply when you use digital solutions (e. g. bproductive) provided by K.H. Brinkmann GmbH & Co. KG, Friedrichstraße 2, 58791 Werdohl, Germany „Brinkmann“.

### 1. Validity of the terms of use

In addition to our GTC, special terms of use apply to digital products and online services.

These Terms of Use apply to the use of licenses for digital products and digital products offered online, online subscriptions and online services. If the provisions of these Terms of Use and the GTC contradict each other, the provisions of these Terms of Use shall take precedence.

Brinkmann reserves the right to change these terms of use at any time and without prior notice. The latest version of the Terms of Use will always be available on our website. By accessing or using the digital solutions or the website, you agree to be bound by these Terms of Use.

### 2. Scope of the terms of use

By using digital solutions, you have access to information and services provided by Brinkmann. The offering „bproductive“ includes the Brinkmann application as well as other digital services and user accounts for these solutions.

Some digital solutions may only be available in certain countries. Some of these solutions are free of charge, while others are chargeable or can only be used free of charge if additional chargeable services are used. Brinkmann reserves the right to change the prices for digital solutions at any time. However, it will ensure that you will not be charged for any services without prior notice and notification. Some digital solutions may require the separate purchase of hardware or equipment to support the operation of these solutions.

If you access the digital solutions based on a separate contract with Brinkmann, the terms of the contract shall take precedence over these Terms of Use in the event of any conflict.

Further information on the processing of your personal data can be found in our Privacy Policy. If you disclose or collect personal data of third parties, such as employees, collaborators or customers, you warrant that you are authorized to do so. You are also responsible for communicating our privacy policy to these third parties if necessary.

### 3. Disclaimer

Brinkmann provides the digital solutions. It is recommended that no business decisions are made solely based on the information provided by digital solutions, but that additional personal advice is sought from Brinkmann. The digital solutions are intended for a specialist audience.

Despite careful efforts, the information, software and other services of the digital solutions may contain errors or omissions. The material and content of the digital solutions are provided without any warranty or liability for defects.

Brinkmann and its affiliated companies shall not be liable for any damage or loss to hardware, software or files resulting directly or indirectly from the use of the digital solutions. Brinkmann only warrants that the digital solutions provided correspond to the current state of the art. Compatibility without exception is not guaranteed.

Brinkmann does not guarantee the availability of the digital solutions if they are used free of charge. If use is for a fee, Brinkmann shall do everything economically and technically feasible to enable use.

Brinkmann may provide links to external websites or applications. The use of such links and the content of the linked sites is at the user's own risk, unless the site or application is operated by Brinkmann.

Unless expressly warranted by Brinkmann, the digital solutions are not fault tolerant and are not designed to be used in hazardous environments that require fail-safe performance, such as the operation of nuclear power plants, aviation navigation or communication systems, air traffic control, life support machines or weapons systems. This also applies to military applications where the failure of a digital solution could lead to death, injury or significant damage to property or the environment.

Brinkmann and its affiliates shall not be liable for any incidental or consequential damages.

The liability of Brinkmann and its affiliated companies is limited or excluded at least to the extent permitted by law. The warranty for material defects shall not apply to defects resulting from the digital solution being used in a hardware and software environment that does not meet the stated requirements or to changes and modifications made to the software by the customer without being authorized to do so by law, this contract or Brinkmann's prior written consent. In no event shall the total liability of Brinkmann or its affiliates to you exceed the amount you have paid for the use of the digital solutions. In the event of paid use, Brinkmann shall have unlimited liability:

- in the event of intent or gross negligence,

- for injury to life, limb or health,

- in accordance with the provisions of the Product Liability Act and

- to the extent of a guarantee assumed by Brinkmann.

### 4. User account and use of digital solutions

You will take suitable measures to protect the digital solutions they use and the access data for online access from access by unauthorized third parties. In particular, the access data must be stored in a secure location. You are liable for all activities carried out via your account. You agree to notify Brinkmann immediately of any unauthorized use of your account or any other breach of security. Brinkmann accepts no liability for any losses incurred because of a third party using your password or account.

You are responsible for providing and maintaining all information and data that you make available to Brinkmann for the use of the digital solutions. You must ensure the accuracy of this information. If you provide information or data to Brinkmann on behalf of a third party or use the Digital Solutions to modify, calibrate or change equipment on behalf of or in relation to a third party, you are obliged to do so only with the proper authorization of the third party concerned.

### 5. Unlawful or prohibited use

By using Digital Solutions, you agree not to use them for any purpose that is unlawful or prohibited by these Terms of Use. You may not use Digital Solutions in any manner that could damage, disable, overburden, or impair any Brinkmann server or the networks connected to any Brinkmann server, or interfere with any other party's use of the Digital Solutions. Attempting to gain unauthorized access to digital solutions, other accounts or a Brinkmann server through hacking or other means is prohibited. It is also prohibited to obtain or attempt to obtain any materials or information through any means not expressly made available through the Digital Solutions.

The distribution of viruses, Trojans, worms or other harmful or technologically dangerous material is prohibited.

The use of Digital Solutions may not include content or be used in a manner that may be considered illegal, obscene, threatening, defamatory, invasive of privacy, infringing of intellectual property rights or spam, or otherwise harmful or offensive to third parties. The digital solutions may not be used for advertising or marketing purposes unless this has been contractually agreed.

### 6. Intellectual property and data

The digital solutions and their components, including the graphic design, data, software, texts and logos, are the intellectual property of Brinkmann.

Brinkmann grants you a limited, non-exclusive, non-transferable and revocable license to use the Digital Solutions as specified for each Digital Solution. You may not copy, decompile, reverse engineer, disassemble, derive source code from, modify or create derivative works of the Digital Solutions.

Brinkmann does not acquire any ownership rights to the data that you make available to the digital solutions. Based on the contract (if any) and otherwise on these Terms of Use, Brinkmann:

A non-exclusive, transferable, worldwide, perpetual, irrevocable and royalty-free and royalty-free permission to use your data to provide the digital solutions.

This (non-personal) data may include device data relating to pumps, filters and other types of devices that are directly or indirectly integrated into the digital solutions. Device data may include, for example, product serial numbers, flow and pressure values, power consumption, temperature, other usage or sensor data, error reports, maintenance status, pending service visits, usage logs, etc.

Any use of the digital solutions or their components not authorized by Brinkmann constitutes an infringement of rights.

Your data will be stored and used for a reasonable period to the extent permitted by law to support the use and quality of our digital solutions.

After termination of the contract, you have the right to ask Brinkmann for a copy of the data collected through your use of the digital solutions. Where possible, Brinkmann Pumpen can provide you with such a copy. If Brinkmann Pumpen is able to provide you with such a copy, this may be subject to further conditions, such as compliance with additional confidentiality obligations or payment for the hours worked to provide the data.

This (non-personal) data may include device data relating to pumps, drives, control systems and other types of devices that are directly or indirectly integrated into the digital solutions. Device data includes, for example, product serial numbers, flow and pressure values, power consumption, temperature, other usage or sensor data, error reports, maintenance status, pending service visits, usage logs, etc.

### 7. Use of the SIM card

This section applies if you receive or use a SIM card with a data connection

from Brinkmann directly or indirectly.

The data connection may only be used for the digital solutions described in the contract. It is prohibited to use the connection in a way that does not correspond to the usual purposes of use or causes damage to Brinkmann or other persons. Impermissible uses included in particular

1. Attempts to gain unauthorized access to networks or computer resources within the network and IT infrastructure.
2. The destruction, falsification or unauthorized use of information in networks or IT systems provided by the data supplier.
3. The sending of spam mails.
4. Network connections or attacks on computer systems.
5. The spread of computer viruses or the impairment of information security on the Internet.
6. The use of the digital solutions in a manner that impairs the quality of these solutions or the ability of the provider to provide the data the data connection and ensure its use by other customers and customers and users.

It is not permitted to remove the SIM card from the device if it has been provided by Brinkmann. However, you may replace the entire circuit board with a replacement circuit board from Brinkmann. The removed circuit board (including the SIM card) must be returned to Brinkmann.

If you suspect that an unauthorized third party is using or has used your data connection, you are obliged to inform Brinkmann immediately.

Subject to applicable law, Brinkmann may use the data connection to check the status of the SIM card (i.e. whether the device is online or offline) and to provide you with software updates if required by law.

#### **8. Export control**

You acknowledge that the Digital Solutions may be subject to various export control and trade sanctions regulations, such as those of the European Union, the United Nations and the United States of America. Therefore, the export, re-export, transfer, re-transfer or transmission of the Digital Solutions may be restricted. You agree to comply with all applicable export control and trade sanctions regulations when using and transferring the Digital Solutions. This includes, but is not limited to, obtaining the necessary export or import licenses and denying access to the digital solutions to sanctioned people and entities. The digital solutions may not be used for or in connection with the construction of nuclear weapons, military or weapons-related purposes.

#### **9. Indemnification**

You agree to indemnify and hold Brinkmann (including all affiliates) harmless from and against all liabilities, claims, demands, losses and expenses arising in connection with the violation of these Terms of Use or the use or misuse of the Digital Solutions. This includes the payment of reasonable attorney's fees and costs.

#### **10. Legal disputes**

These Terms of Use shall be governed by the laws of Germany, excluding its conflict of law provisions. In the event of disputes arising out of or in connection with these Terms of Use, including the question of validity or interpretation, the District Court of Hagen shall have exclusive jurisdiction.

If any provision of these Terms of Use is declared invalid, void or unenforceable by a court of competent jurisdiction, the validity of the remaining provisions shall not be affected. The parties undertake to replace the unenforceable provision with a valid provision that comes as close as possible to the original intention.

Brinkmann may transfer this agreement to a legal entity within Brinkmann at its own discretion.

#### **11. Miscellaneous**

Brinkmann reserves the right to modify, suspend or terminate the Digital Solutions at any time without notice or cause. Similarly, Brinkmann may terminate access to and use of the Digital Solutions by you, your access administrator or any of your authorized users at any time and for any reason. Brinkmann may suspend or terminate your access to the Digital Solutions if you breach any of the Terms of Use.

The failure of Brinkmann to enforce a particular provision shall not constitute a waiver of the right to enforce that provision later. If any provision is held by a court to be inapplicable, invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect. Brinkmann may assign this agreement to any legal entity within the Brinkmann Group at its sole discretion.