

## **General Terms and Conditions of Use**

**for the CleanControlling Portal for the provision, archiving and evaluation of test and analysis results („CCP“ for short) of CleanControlling GmbH, 78576 Emmingen-Liptingen**

### **1. Scope of Application**

- 1.1 The CCP can only be used on the basis of these General Terms and Conditions of Use provided that the Customer is an entrepreneur according to § 14 BGB (German Civil Code). By registering with the CCP, the Customer agrees to the validity of these General Terms and Conditions of Use. Only registered Customers have access to the CCP.

These General Terms and Conditions of Use cover the entire CCP, including all integrated areas contained therein and all areas to be integrated in the future.

Conflicting or deviating general terms and conditions used by the Customer have no validity.

- 1.2 We reserve the right to change these General Terms and Conditions of Use, e.g., to take account of changes in the law or changes to our services or offers. In such a case, we will notify the Customer in writing of any changes to these General Terms and Conditions of Use in appropriate time, at least 8 weeks before they come into force. If the respective Customer does not object within 4 weeks after notification, the changes will become effective. If a Customer objects, the old terms of use shall continue to apply if this is legally permissible. In this case (i.e., if a customer objects), however, we reserve the right to exclude the Customer from use or to terminate the user contract.

### **2. Registration / Login data / User Agreement**

- 2.1 To register in our CCP, the Customer must follow the instructions provided by us after logging into the CCP. The Customer must enter his data (company, company address, contact person with first name, surname, telephone number) and his company e-mail address. If the specific contact person (employee of the Customer) is registered in our customer account, the release for the CCP is carried out by us. If we grant the release, a contract of use with the Customer is concluded. The release refers to the respective employee of the Customer, specified by his individual company e-mail address and by the company data and Customer number.

The Customer is obliged to ensure that his or her employee(s) provide correct and complete information during registration process and, in particular, does not violate the rights of third parties. The Customer is obliged to ensure that his employees keep the access data to the CCP secret and protect it from access by third parties. The Customer is liable for any misuse, insofar as he is responsible for it.

- 2.2 We check monthly whether the Customer's company e-mail address or the corresponding verification number used for the CCP is still registered with us.

- 2.3 We expressly point out to the Customer that all of his employees registered in the CCP are responsible for the confidential treatment of the access information provided to them, in particular the password. The Customer is liable for any damages that we incur due to a culpable violation of this obligation by his employees.
- 2.4 The Customer must inform us immediately of any changes to the e-mail address of an employee. Messages and reports from us to the e-mail address provided by the Customer shall be deemed to have been received unless we receive notification of a failed delivery of the e-mail.

### **3. Object of Use / Availability**

- 3.1 We upload the analysis results of the tested components according to Customer's requirements and make these results available to the Customer. The Customer can inform himself in the CCP about the analysis results of the tests carried out by us on his components, print them out and also download them. The Customer uses the CCP only for his own resp. internal use.
- 3.2 The use of the CCP is free of charge for the client. However, we expressly reserve the right to introduce a cost obligation for certain individual services. We will announce any cost obligation at least 3 months in advance.
- 3.3 In principle, we make the CCP available to the Customer for the duration of the user agreement and strive to offer this service around the clock. Nevertheless, the Customer has no claim to availability at all times. In particular, in the case of maintenance and repair work, capacity bottlenecks, updates or technical faults, accessibility may be temporarily restricted.

### **4. Data Security and Data Protection**

- 4.1 4.1 We use our best endeavours to protect the CCP against external attacks and have taken all common measures to protect our customer portal. Nevertheless, there is no 100% security in the Internet. Due to the technical conditions of the Internet, we cannot guarantee that the flow of information to and from the Customer will not be intercepted or recorded by third parties. Outside our sphere of control, we therefore assume no liability for data security.
- 4.2 We do observe the statutory data protection regulations. If the Customer has not given consent to another type of use, the personal data that the Customer or his employee submits as part of the registration will be stored, processed and used by us exclusively for this purpose in a machine-readable manner. Consent to registration is essential as this is necessary for the provision of the service. Further information on data protection can be found in our [privacy policy](#) on our website with this link.

## 5. Customer's Obligations

- 5.1 The Customer undertakes to use the CCP exclusively properly and not to act „contra bonos mores“ or violate applicable legal provisions or provisions of our user contract when using the CCP. In addition, the Customer is obliged not to infringe industrial property rights (including copyright) or other property rights of CleanControlling. Finally, the Customer undertakes not to misuse the means of access to the CCP and to take into account the principles of data security recognised for the protection of the data and to comply with the obligations of the data protection regulations.
- 5.2 Upon first request, the Customer shall indemnify us against all disadvantages that we incur as a result of breaches of contract by the Customer or by a claim by third parties due to actions of the Customer in breach of our contract.
- 5.3 The Customer shall bear the terminal equipment costs and the telecommunications fees incurred by him as a result of the use of the CCP.

## 6. Liability

- 6.1 We provide the Customer with data, documents and information for retrieval and use via the CCP. We cannot assume any liability and/or guarantee for the correctness, completeness and topicality as well as for the usability of the retrieved data, documents, information, test reports or for the data not being restricted by third-party property rights.
- 6.2 Except in the case of malice intent as well as gross negligence (see also section 6.3 below), we are not liable for material defects or defects of title of these data, documents and information. We are liable for the correctness of our test analyses within the framework of our usual terms and conditions with this link.
- 6.3 Claims for damages of the Customer against us, regardless of the legal grounds, in particular due to breach of obligations under the contract of use as well as from tort, are excluded. This does not apply if we are compulsorily liable, e.g. according to the German Product Liability Act (ProdHaftG) or in cases of intent and negligence for damage to life, body or health or in cases of intent or gross negligence in the event of the Customer's financial injury or due to the intentional or negligent breach of essential contractual obligations (so-called „Kardinalpflichten“). However, the compensation for the breach of essential contractual obligations is limited to the contractually typical, foreseeable damage, unless there is intent or gross negligence or if we are liable due to the assumption of a guarantee. A change in the burden of proof to the detriment of the Customer is not associated with the above provision.
- 6.4 Obgleich wir das CCP mit dem jeweils aktuellen technischen und organisatorischen Sicherheitsstandard betreiben, können wir keine Virenfreiheit des CCP garantieren. Der Kunde ist insoweit für seinen eigenen Schutz verantwortlich. Er hat vor dem Herunterladen von Daten, Informationen und Dokumenten für angemessene Sicherheitsvorrichtungen zu sorgen.

## **7. General Provisions**

- 7.1 All legal relationships based on these General Terms and Conditions of Use with the Customer are subject to German substantive law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG). The place of performance is at the registered office of CleanControlling GmbH.

Place of Jurisdiction shall be 78576 Emmingen-Liptingen (DE).

- 7.2 There are no ancillary agreements to these General Terms and Conditions of Use. Verbal agreements in this regard are not effective. Changes and additions to these General Terms of Use must be made in writing, including changes to this written form clause.

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