

ADVANCED COATING EQUIPMENT

Terms of Use for the myVA Customer Portal and the "Digital Services"

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CONTENTS

1.	SCOPE OF APPLICATION	3
1.1	SCOPE	3
1.2	LIMITATIONS OF THE SCOPE OF APPLICATION	3
2.	REGISTRATION	4
2.1	DEFINITION USER	4
2.2	REGISTRATION PROCESS	4
2.3	CONDITIONS OF USE	4
3.	FUNCTIONS OF THE MYVA CUSTOMER PORTAL AND DIGITAL SERVICES	5
3.1	FUNCTIONS OF THE MYVA CUSTOMER PORTAL	5
3.2	FUNKCTIONS OF VA CATALOG	5
3.3	FUNCTIONS OF THE VA PEDIA	5
3.4	OTHER FUNCTIONS	5
3.5	SHOPPING CART FUNCTION OF THE SPARE PARTS CATALOG	6
3.6	NOTE FUNCTION OF THE SPARE PARTS CATALOG	6
4.	RIGHTS OF USE	6
4.1	SCOPE OF THE RIGHTS OF USE	6
4.2	UNAUTHORIZED USE	6
4.3	COMPENSATION FOR DAMAGES	7
4.4	AVAILABILITY AND UPDATING	7
5.	OBLIGATIONS OF THE USER	7
5.1	PASSWORD SECURITY	7
6.	NOTICE PERIOD / BLOCKING OF THE CUSTOMER ACCOUNT	8
6.1	TERMINATION BY THE USER	8
6.2	BLOCKING THE CUSTOMER ACCOUNT	8
6.3	DELETION OF THE ACCOUNT	8
7.	LIABILITY	9
8.	USE OF DATA WITHOUT PERSONAL REFERENCE	10
9.	FINAL PROVISIONS	10

GENERAL TERMS AND CONDITIONS OF USE MYVA CUSTOMER PORTAL

1. SCOPE OF APPLICATION

1.1 SCOPE

These Terms of Use govern the use of the browser-based myVA Customer Portal (hereinafter also referred to as myVA Customer Portal) of VON ARDENNE GmbH or a company affiliated with VON ARDENNE GmbH pursuant to Section 15 AktG (German Stock Corporation Act) by users. VON ARDENNE provides its customers with various functions and "Digital Services" via the myVA Customer Portal. "Digital Services" describes software applications that are made available to the registered user if the customer and VON ARDENNE have concluded a contract for the provision of "Digital Services". The service descriptions and regulations on the rights and obligations as well as costs when using the connected "Digital Services" can be found in your contract on the provision of "Digital Services". Information about VON ARDENNE as the provider of the myVA Customer Portal can be found in the [Legal Information](#).

1.2 LIMITATIONS OF THE SCOPE OF APPLICATION

These Terms of Use apply between VON ARDENNE and the registered user who, as a representative of a company or corporation (hereinafter also referred to as "customer"), receives access to the myVA Customer Portal and the possibility to use the "Digital Services" provided by VON ARDENNE. The offer to use the portal and the "Digital Services" is aimed exclusively at customers who are not consumers within the meaning of Section 13 BGB (German Civil Code). The conclusion of a contract for the use of the myVA Customer Portal with persons who are not customers of VON ARDENNE is excluded.

When using the myVA Customer Portal and the linked websites, Section 312i (1) sentence 1 no. 1 - 3 of the German Civil Code does not apply.

Only the Terms of Use govern the use of the myVA Customer Portal. The Customer's General Terms and Conditions shall not apply and are hereby expressly excluded.

2. REGISTRATION

2.1 DEFINITION USER

Each user is assigned to one of our company's customers. Users are named by a responsible person in your organization and are then given access to certain contractually agreed "Digital Services". The respective company or corporate body is represented by the respective user and must allow its actions and knowledge to be attributed to it.

User can access the myVA customer portal by registration. The registration of a company or corporation may only be carried out by an authorized natural person (user), who must be named. Mandatory information is marked with an *. Personal data is collected for a specific purpose in accordance with the [privacy policy](#).

2.2 REGISTRATION PROCESS

Upon registration, VON ARDENNE authorizes the user to use the myVA Customer Portal and its functions as well as the "Digital Services" in accordance with the existing contract between the two parties for the provision of "Digital Services" in accordance with these Terms of Use. The respective user, as a representative of the customer, must confirm the Terms of Use by clicking on a checkbox during registration. With each log-in or, if a separate log-in is not required, by commencing use, the validity of these Terms of Use and the Privacy Policy in their respective version is accepted.

The registration process requires an existing customer number, which assigns the respective user to a specific customer. After verification and successful registration, VON ARDENNE will send an e-mail with a confirmation link to the e-mail address provided during the registration process to the user requesting registration on behalf of the customer. Access to the myVA Customer Portal is activated upon confirmation of the e-mail address via the activation link. This concludes a contract on the use of the myVA Customer Portal ("user contract") between VON ARDENNE and the user with the content of these Terms of Use.

2.3 CONDITIONS OF USE

The myVA Customer Portal and the "Digital Services" are accessible to users in the specific countries that have been contractually agreed. Due to the continuous development of our offer, we reserve the right to adjust the list of countries, in which myVA Customer Portal and the "Digital Services" are accessible to users, at any time.

Access to the myVA Customer Portal is provided via the Internet. The user must ensure that the necessary end devices are available to access the Internet and bear any costs for Internet connection and mobile data connections. A standard Internet browser with current security updates is required and is part of the prerequisite for using the myVA Customer Portal. The service transfer point for enabling access to the myVA Customer Portal is the exit of the VON ARDENNE Data Center.

3. FUNCTIONS OF THE MYVA CUSTOMER PORTAL AND DIGITAL SERVICES

The myVA Customer Portal enables the user to access the "Digital Services" and other functions. The scope of services and the costs of the "Digital Services" are based on the contract for the "Digital Services" agreed between the parties. The Basic package gives the user access to the myVA Customer Portal and to the following basic functions.

3.1 FUNCTIONS OF THE MYVA CUSTOMER PORTAL

- Central access to the use of "Digital Services"
- Functions of the "Digital Services"

3.2 FUNCTIONS OF VA CATALOG

- Illustration of the system structure
- Graphic representation of assemblies and components
- Display and labelling of spare and wear parts for the systems installed at the customer's premises.
- Shopping cart function for sending a request for quotation for spare and wear parts
- Display of additional information
- Add notes to spare parts and wear parts (note function)

3.3 FUNCTIONS OF THE VA PEDIA

- Intelligent search for information on the systems installed at the customer's premises
- System-specific link to the VA CATALOG
- Display of further information on your search query
- Context search in the system database

3.4 OTHER FUNCTIONS

The use of additional functions of the "Digital Services" in the Premium and Premium plus packages as well as other add-ons for a special user experience are regulated in the contract for the "Digital Services" agreed between the parties.

3.5 SHOPPING CART FUNCTION OF THE SPARE PARTS CATALOG

As a user, you have the option of using the shopping cart function of the VA CATALOG to send us a direct request for spare and wear parts. Please note that the delivery time is a non-binding guide value for information purposes only. The actual delivery times may differ from this and must be explicitly requested. The prices for spare and wear parts shown in the VA CATALOG are not updated daily and should therefore be regarded as non-binding price information. The request will then be forwarded to the responsible Group unit, which will then process your request and send you a written Quotation. We would like to point out that the use of the shopping cart function does not constitute a contract, but merely a request for a Quotation.

3.6 NOTE FUNCTION OF THE SPARE PARTS CATALOG

The VA CATALOG offers the user the option of storing their own notes directly on components. The texts in the notes are only seen by the user who has saved them. There is no further processing of the note texts by VON ARDENNE. The texts in the notes function are also not visible to other users. Stored notes can be downloaded using the download function.

4. RIGHTS OF USE

4.1 SCOPE OF THE RIGHTS OF USE

VON ARDENNE grants the customer a time-limited, geographically limited, content-limited, revocable, non-exclusive, non-sublicensable, and non-transferable right to use the myVA Customer Portal and the "Digital Services" for its own purposes. The period of use corresponds with the term of the contract for "Digital Services" agreed between the parties.

The content and layout of the myVA Customer Portal and the "Digital Services" are protected by copyright. VON ARDENNE reserves all distribution, exhibition, presentation, performance and publication rights to the myVA Customer Portal, including all digital content. The same applies to editing and reproduction rights. For copyright reasons, the storage and reproduction of the content provided or made accessible, texts, images, videos, audio files or graphics, is generally not permitted unless VON ARDENNE has given its prior written consent.

4.2 UNAUTHORIZED USE

The customer is only entitled to download content ("download") and to print content if a download or print function is available (e.g., by means of a download button). The customer shall receive an unlimited and non-exclusive right to use the content duly downloaded or printed out by the customer only for the purpose to enable the customer to use the Equipment in accordance with the Purchase Agreement of the Equipment.

The user shall not be entitled to any rights that are not expressly granted to the user under these Terms of Use. In particular, the user is not entitled to use the myVA Customer Portal and the "Digital Services" beyond the scope of use agreed in these Terms of Use. Furthermore, the user is not permitted to reproduce the myVA Customer Portal and the "Digital Services" or to make them available for third parties. Unless otherwise permitted by mandatory legal provisions, the user may not modify, reverse-engineer, decompile or disassemble the software.

In particular, the user is prohibited from providing the myVA Customer Portal and "digital services" (e.g., software applications) to competing companies that are in direct or indirect competition with VON ARDENNE. The embedding of the myVA Customer Portal in other online presences or in partial windows (i-frames) is not permitted. Access to the data from the myVA Customer Portal is only permitted via the user interfaces provided, unless VON ARDENNE has expressly agreed otherwise in writing in advance.

4.3 COMPENSATION FOR DAMAGES

If a user violates the User Agreement with VON ARDENNE, the user shall compensate VON ARDENNE for any damage. If a third-party asserts claims against VON ARDENNE due to a violation of the regulations by the user, the user shall indemnify VON ARDENNE against these claims and reimburse all costs incurred as a result, including the costs of legal defence.

4.4 AVAILABILITY AND UPDATING

For technical reasons, it is possible that the myVA Customer Portal can only be used to a limited extent or not at all in terms of time and/or content. This applies if there are disruptions that are beyond the control of VON ARDENNE. VON ARDENNE reserves the right to change or remove individual digital content as part of the "Digital Services", online training or other information material.

VON ARDENNE is constantly developing the functionality and scope of the myVA Customer Portal and the "Digital Services" and reserves the right to make functional adjustments to the services at any time and to change the Terms of Use accordingly.

5. OBLIGATIONS OF THE USER

5.1 PASSWORD SECURITY

The user must provide the data requested during registration completely and truthfully and set a password in accordance with VON ARDENNE's regulations on password security. The user is obliged to inform VON ARDENNE immediately of any changes to his personal data (e-mail address, telephone number).

For security reasons, the password must meet the following requirements: The password must be at least 8 digits long and contain two digits and be case-sensitive.

The user can change his/her password at any time and is obliged to make use of this option at regular intervals (at least every 3 months). The user must change his/her password immediately if he/she suspects that an unauthorized person has obtained his/her username and password. Changing the password renders the previous password invalid.

The user is obliged to keep his username and password protected from access by unauthorized third parties and not to disclose this information to third parties. In particular, the user must inform VON ARDENNE immediately if he suspects that unauthorized third parties have gained knowledge of his password. If the user learns of unauthorized access to his myVA account or any other compromise of his access data, he shall inform VON ARDENNE immediately and take all possible steps to prevent further unauthorized access.

6. NOTICE PERIOD / BLOCKING OF THE CUSTOMER ACCOUNT

6.1 TERMINATION BY THE USER

The use of the myVA Customer Portal is limited in time and is governed by the provisions in the contract for the provision of "Digital Services". The user may delete his/her account at any time and thus terminate the contract of use for the myVA Customer Portal with immediate effect. Access to the "Digital Services" is then no longer possible.

Any termination of the User Agreement and notification of a blocking of the myVA Customer Portal must be made in writing, whereby e-mail is sufficient. Termination by the user by e-mail shall only be effective if sent to the e-mail address specified in the registration. Termination of the contract for the provision of "Digital Services" shall simultaneously terminate the contract for use of the myVA Customer Portal, unless otherwise contractually agreed. The Customer is obliged to download and retain the legally required documentation upon handover of the system.

6.2 BLOCKING THE CUSTOMER ACCOUNT

If an account is not used for 364 days ("inactivity"), VON ARDENNE will inform the user of this by e-mail. If the user does not log in to their account within 14 days, VON ARDENNE has the right to deactivate the account. If the user violates the provisions in the Terms of Use, VON ARDENNE is entitled to block access to the myVA Customer Portal and the "Digital Services" after prior written notification of the user, VON ARDENNE may then terminate the User Agreement with immediate effect and delete the account if there are no statutory retention obligations to the contrary.

6.3 DELETION OF THE ACCOUNT

VON ARDENNE may terminate a user contract for the myVA Customer Portal without cause with a notice period of thirty days via the e-mail address specified in the account. We are also entitled to extraordinarily terminate a contract of use via the myVA Customer Portal for cause with immediate effect and to delete the myVA account immediately. Termination for cause shall be deemed to exist in particular if the user repeatedly or significantly violates these Terms of Use. If the user logs in from a country that is not one of the specific countries that have been contractually agreed, VON ARDENNE is entitled to block access to the myVA Customer Portal and terminate this contract with immediate effect and user shall delete the VON ARDENNE myVA account.

7. LIABILITY

VON ARDENNE is fully liable according to the legal regulations.

a) for damage caused by intentional or negligent injury to life, body or health by VON ARDENNE, its representatives or subcontractor;

b) for damages resulting from intentional or grossly negligent breach of contract or malice by VON ARDENNE, its representatives or vicarious agents;

c) in cases of mandatory liability of the Product Liability Act.

d) in the context of a warranty, as far as VON ARDENNE has given a quality and / or durability guarantee with regard to the delivery item or parts thereof. However, for damages based on lack of guaranteed quality or durability, but not occur directly on the delivery item, VON ARDENNE is only fully liable if the risk of such damage is evidently covered by the quality and durability guarantee.

The liability of VON ARDENNE is otherwise limited to damages that are based on simple negligence and concern such contractual obligations, the fulfilment of which makes the proper execution of the contract possible in the first place and on whose compliance the contractual partner regularly trusts and can rely. In terms of amount, VON ARDENNE's liability is limited to foreseeable, typically occurring damage. Any further liability is excluded.

Insofar as the liability of VON ARDENNE is excluded or limited, this also applies to the personal liability of its employees, representatives, or subcontractors.

The user and customer are obliged to take appropriate measures to prevent and minimize damage if technically possible, to ensure suitable backup of their data. Liability for data damage or data loss shall be limited to the typical recovery costs that would have been incurred if backup copies had been made regularly and in accordance with the risks involved and if adequate virus protection had been used.

The services provided to users in the context of the myVA Customer Portal sometimes require the user to carry out actions, such as implementing suggested measures and responding to notifications. These execution actions are at the user's own discretion and are to be carried out independently by the user without VON ARDENNE being able to influence them and are always subject to the local conditions. They require a transfer service by the respective user. VON ARDENNE assumes no guarantee for the success of these execution actions of the user and no liability for damages caused by an execution action of the user. Advice given by VON ARDENNE employees to users outside of the contractually owed scope is provided as a courtesy. VON ARDENNE assumes no liability for this; this applies accordingly to assistance.

8. USE OF DATA WITHOUT PERSONAL REFERENCE

VON ARDENNE regularly collects customer data for the continuous improvement of its products and services and for the development of new products and services. This involves machine and device-specific or other technical data. VON ARDENNE is entitled to use this data (i) for the services to be provided to the customer, in particular for problem analysis and fault diagnosis in the event of a malfunction, for continuous quality improvement of the delivery items and for the purposes of customer relationship management, and (ii) also for commercial purposes, such as benchmarking, consulting services, advertising, to the extent permitted by law, the improvement of existing products and the development of new products.

VON ARDENNE is entitled to pass on the data in anonymized form to third parties and to use it commercially. The use of the data described above is neither territorially nor temporally limited for VON ARDENNE. VON ARDENNE is entitled to transfer all rights of use to the data to third parties. When collecting and using the data, VON ARDENNE will comply with all legal regulations, in connection with business and trade secrets, as well as existing contractual confidentiality agreements.

9. FINAL PROVISIONS

The User Agreement and these Terms of Use and their interpretation shall be governed exclusively by the law of the Federal Republic of Germany. The application of German or European private international law and the UN Convention on Contracts for the International Sale of Goods shall not apply.

In case, one or several provisions of these General Terms and Conditions should be invalid, this shall not affect the validity of the remaining provisions.