

GENERAL TERMS OF USE FOR ONLINE SERVICES PROVIDED BY EAGLE BURGMANN

(Rev. August 2024)

1. GENERAL INFORMATION; TERMS OF USE; ACCEPTANCE

- 1.1 This website (with Internet access via www.myeagleburgmann.com) is operated by EagleBurgmann Germany GmbH & Co. KG on behalf of itself and its affiliates (“**EB**,” “**we**,” “**us**,” or “**our**”) (this website may hereafter be referred to as the “**Portal**”). EB’s principal place of business is located at Aeussere Sauerlacher Str. 6-10, 82515 Wolfratshausen, Germany.
- 1.2 The following terms and conditions, along with any documents expressly incorporated by reference, all as may be amended from time to time in EB’s sole discretion (collectively, the “**Terms**”), govern your access to and use of the Portal, including any content, functionality, and/or services or products offered on or through it. By accessing and using this Portal, you agree to be bound by and comply with these Terms and our **Data Privacy Policy** (described below), which is incorporated into these Terms by reference. Please read these Terms carefully before using the Portal. These Terms apply to all users of the Portal, including, without limitation, users who are browsers, customers, merchants, vendors, and/or contributors of content. If you access and use this Portal, you accept and agree to these Terms.
- 1.3 The various EB Digital Services, including the Online Shop and other Digital Sales Services provided by EB are collectively referred to as “**Online Services**.” These Online Services are intended exclusively for companies or commercial users (hereinafter referred to as “**User**” in the singular and “**Users**” in the plural). By accessing and using this Portal, you represent and warrant that you are **(i)** of legal majority age and capacity to form a binding contract with EB, and **(ii)** accessing and using this Portal on behalf of a company or for commercial purposes and not as an ordinary consumer. EB does not provide Online Services to consumers.
- 1.4 Services provided by EB in connection with Online Services include the provision of EB Digital Sales, the Online Shop, and other EB Digital Services via the Portal, as well as granting and/or facilitating the relevant rights of use. Online Services include the permanent provision of information and documents, including product information and non-binding quotes from the Online Shop, as well as the optional exchange of data provided by the User to EB. Additional details regarding the various Online Services can be found on the Portal and are defined in **Annex 1**.
- 1.5 User acknowledges and agrees that the Online Services are intended to provide assistance but do not relieve the User from inspection duties incumbent upon a prudent businessperson. User further acknowledges that the content included in Online Services has been created to the best knowledge of EB following evaluation and aggregation of various sources, including public and third-party sources. EB cannot be held liable for the accuracy or completeness of such content, given potential errors in external sources consulted.
- 1.6 The provision of Online Services is based on the collection and processing of certain User Data and may require the establishment of a remote data connection between the Portal and certain user systems. Online Services are generally available 24/7. However, no specific minimum level of availability is guaranteed. EB is entitled to change the content and/or scope of the Online

Services, including expanding, restricting, suspending, or discontinuing them, and to perform upgrades, patches, and/or maintenance work. User acknowledges that Online Services are subject to continuous change and may not always be available without interruption. EB will endeavor to inform User in advance about changes that may impact the User, but is not obligated to notify in advance about unscheduled or emergency maintenance. EB may use subcontractors, particularly for technical operations of data centers.

- 1.7 EB reserves the right to modify the content and/or scope of Online Services, including expansion, restriction, suspension, or discontinuation. This includes upgrades, patches, and maintenance work. User acknowledges that Online Services may not always be available without interruption due to these modifications. EB will attempt to notify User of such changes, though it is not obligated to provide advance notice of unscheduled or emergency maintenance. EB may engage subcontractors for providing these services, particularly for technical operations.
- 1.8 EB is entitled to store and process User Data (including email and IP addresses) in any country where EB or its hosting and information system providers have facilities. User expressly agrees to such data transfers. User must not provide any personal data to EB, except for contact information.

2. REGISTRATION AND USE RELATIONSHIPS

- 2.1 The provision of Online Services on the EB Portal does not constitute an offer to create a registration and use relationship but is intended as non-binding information about Online Services.
- 2.2 By providing User Data required within the scope of the registration process and submitting the Registration Application, the User submits a binding declaration concerning the desired use of the respective Online Service(s) subject to these Terms (hereinafter referred to as: "**Registration Application**"). A separate Registration Application shall be submitted for each of the User's Employees (hereinafter referred to as: "**User Employee**"). If a natural person wishes to submit a Registration Application for a company, this is only permissible if they have sufficient legitimacy and/or if they have sufficient representative authority. By submission of a Registration Application, such is deemed to be the confirmation of sufficient legitimacy and/or representative authority. Each Password must comply with the state-of-the-art security standards and may be changed only by the User.
- 2.3 A registration and use relationship becomes effective only after separate registration confirmation by EB, typically sent via email but may be provided in writing in specific cases. Registration confirmation will generally be provided within 15 calendar days. There is no entitlement to registration.
- 2.4 If a User Employee leaves the company, the User is obligated to inform EB to facilitate the deletion of the registration for that User Employee.

3. CHANGES TO TERMS

- 3.1 We may revise and update these Terms at any time in our sole discretion. All changes are effective immediately upon posting and apply to all access to and use of the Portal thereafter.

- 3.2 Your continued use of the Portal after the posting of revised Terms means you accept and agree to the changes. You are expected to review these Terms periodically to stay informed of any changes, as they are binding on you.

4. PORTAL ACCESS & ACCOUNT SECURITY

- 4.1 We reserve the right to withdraw or amend the Portal and any services or materials provided on it at our sole discretion without notice. We will not be liable if the Portal is unavailable at any time or for any period. Access to some parts of the Portal may be restricted from time to time.
- 4.2 You are responsible for making all arrangements necessary for you to access the Portal and ensuring that all persons who access the Portal through your Internet connection are aware of and comply with these Terms.
- 4.3 To access the Portal or some of the resources it offers, you may be asked to provide certain registration details or other information. It is a condition of your use of the Portal that all the information you provide on the Portal is accurate, current, and complete. You agree that all information you provide to register with this Portal or otherwise, including, but not limited to, through the use of any interactive features on the Portal, is governed by our Data Privacy Policy (available at www.myeagleburgmann.com), and you consent to all actions we take with respect to your information consistent with our Data Privacy Policy.
- 4.4 If you choose, or are provided with, a username, password, or any other piece of information as part of our security procedures, you must treat such information as confidential, and you must not disclose it to any other person or entity. You also acknowledge that your account is personal to you and agree not to provide any other person with access to this Portal or portions of it using your username, password, or other security information. You agree to notify us immediately of any unauthorized access to, or use of, your username or password, or any other breach of security. You also agree to ensure that you exit from your account at the end of each session. You should use particular caution when accessing your account from a public or shared computer so that others are not able to view or record your password or other personal information.
- 4.5 We have the right to disable any username, password, or other identifier at any time at our sole discretion for any reason, including if we believe you have violated any provision of these Terms.
- 4.6 The access of the User-Employee to the Online Services and its user account will be provided by means of remote data transmission using an access code and user password assigned to the User (access code and user password hereinafter referred to as: "**Access Data**"). User's access to the Online Services is activated concurrently upon transmission of the registration confirmation by EagleBurgmann (hereinafter referred to as: "**Time of service provision**").
- 4.7 User-Employees must keep their Access Data confidential and not share it with unauthorized third parties. The User is responsible for ensuring that all User-Employees also comply with this confidentiality obligation.
- 4.8 If a User or User-Employee becomes aware of the loss or misuse of Access Data, they must inform EB immediately. EB may block access to Online Services in the event of misuse. The User is liable for any misuse that is their responsibility.

- 4.9 Users may apply for additional user accounts for their User Employees. Each application requires separate submission, typically via email or web functionality. Activation and registration are at EB's sole discretion. The User is responsible for managing authorization (e.g., access rights for User Employees) and for all acts taken by User Employees via their accounts.

5. SPECIFIC DUTIES OF THE USER

- 5.1 User is responsible for the selection, evaluation, and use of the information available in the Online Services, including any data saved in their online account (collectively referred to as "**User Data**"). EB does not check User Data for completeness, accuracy, compliance with laws, or currentness.
- 5.2 The User shall be responsible and shall ensure that the User Data shall be free of any third-party rights. In particular, the User shall ensure that the intended use of User Data within the scope of the Online Services shall not infringe any copyrights, patents, trademarks, business secrets or any other third-party rights. The User shall also, and in particular, be responsible for ensuring that only such User Data is transmitted to EB and/or uploaded to the user account whose uploading and intended use by EB does not give rise to the infringement of any third-party rights of personality including any breaches of applicable data protection laws and regulations.
- 5.3 The User shall be responsible for ensuring that User meets the technical requirements for using the Online Services, in particular but not limited to the hardware and operating system in use, the Internet connection and current browser software.
- 5.4 The User shall be obligated to take the necessary precautions to secure their own systems and User Data, in particular to use standard security settings on their browsers, and to prepare regular data backups. It is the User's responsibility to provide a secure connection and to maintain such security at all times. User is obligated to take appropriate IT security measures, in particular but not limited to the installation of firewalls, authentication measures, data encryption, installation of virus protection programs and operating system security patches for all computers and software, etc., in order to protect the products, software, the Portal or any overall solutions based thereon, the network, the system and all its interfaces against any improper, unauthorized and unlawful access, interference, tampering or violations of data and information security, leakage and/or theft of data or information.
- 5.5 User shall designate a contact person for EB who can provide any required information for the registration and use relationship and who will act as a central point of contact. The contact person named by the User shall be deemed authorized to receive declarations related to the registration and use relationship.
- 5.6 User shall inform EB about functional failures and other malfunctions related to the Online Services using a trouble report system set-up by EB. This service is available at: <https://shop.myeagleburgmann.com/US/en/contactUs>.
- 5.7 User shall refrain from any unauthorized use of the Service as well as any unauthorized use of EB hardware and software upon which the Service is based. Use of the Service for illegal purposes and/or the transmission of illegal content via the Service is expressly prohibited.
- 5.8 User shall periodically provide feedback to EB during the period of using the Online Services. EB shall become the sole owner of such feedback to the extent permitted by law. In the event that

intellectual property rights to the feedback are not transferable, e.g., in the case of feedback protected by copyright laws (in particular German or U.S. copyright law), User shall grant to EB and its affiliated companies an exclusive, irrevocable, worldwide, perpetual, unrestricted right of use and exploitation of such feedback for all known and unknown types of use and exploitation (e.g., including the right of rental, leasing, translation, reproduction, editing, further development/ modification, sub-licensing, manufacturing license, redesign or other change, marketing and distribution). If, in exceptional cases, the feedback contains background knowledge of User, User grants EB and its affiliated companies a non-exclusive, irrevocable, worldwide, perpetual, unrestricted right of use and exploitation to such feedback for all known and unknown types of use and exploitation (e.g., including the right of rental, leasing, translation, editing, further development/ modification, sub-licensing, manufacturing license, redesign or other change).

6. INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Portal and its entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by EB, its licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. This is without prejudice to any rights a User has to its own information stored by the User in their user account.
- 6.2 Subject to your compliance with these Terms, EB grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Portal and its contents for your internal business purposes only. This right may neither be assigned to any third parties nor is the User entitled to grant to any sub-licenses. The scope of the registration is specified in the registration confirmation as described in these Terms. The User shall be entitled to solely use the content researched or retrieved from the Online Services for its own internal use. There is no further authorization to grant access to any third parties. In particular, the User is not entitled to use the Online Services beyond the scope defined in these Terms for the benefit of third parties or to make the Online Services available for use by third parties for their own purposes.
- 6.3 You must not reproduce, distribute, modify, create derivative works of, publicly display, publicly perform, republish, download, store, or transmit any of the material on our Portal, except as follows: **(i)** your computer may temporarily store copies of such materials in RAM incidental to your accessing and viewing those materials; **(ii)** you may store files that are automatically cached by your Web browser for display enhancement purposes; **(iii)** you may print or download one copy of a reasonable number of pages of the Portal for your own use and not for further reproduction, publication, or distribution; or **(iv)** if we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your own personal, non-commercial use, provided you agree to be bound by our end user license agreement for such applications.
- 6.4 You must not: **(i)** modify copies of any materials from this site; **(ii)** use any illustrations, photographs, video or audio sequences, or any graphics separately from the accompanying text; or **(iii)** alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.
- 6.5 If you print, copy, modify, download, or otherwise use or provide any other person with access to any part of the Portal in breach of the Terms of Use, your right to use the Portal will stop

immediately and you must, at our option, return or destroy any copies of the materials you have made. No right, title, or interest in or to the Portal or any content on the Portal is transferred to you, and all rights not expressly granted are reserved by EB. Any use of the Portal not expressly permitted by these Terms of Use is a breach of these Terms of Use and may violate copyright, trademark, and other laws.

- 6.6 EB's name, EB's trademarks, EB's logos, and all related names, logos, product and service names, designs, and slogans are trademarks of EB or its affiliates or licensors. You must not use such marks without the prior written permission of EB. All other names, logos, product and service names, designs, and slogans on this Portal are the trademarks of their respective owners.
- 6.7 The User shall not share information obtained by means of the Online Services to third parties and/or otherwise making it available to third parties.
- 6.8 EB shall be entitled to implement technical measures to prevent any use outside the scope permitted under the Terms, including by installing appropriate access barriers. User shall not be entitled to use any devices, products or other means which serve to bypass or overcome any technical barriers undertaken by EB. Similarly, User shall not be entitled to use any WebCrawler, web scraping, or similar programs that automatically retrieve content from the Online Services. In addition, User shall not be permitted to reproduce or copy the contents of the Online Services in full, or substantial parts thereof, for the purpose of creating their own substitute services, in particular for using relevant content of the Online Services for the benefit of third parties.
- 6.9 If User violates the terms and conditions set forth in this section, EB shall be entitled to block the User's access without delay. This is without prejudice to additional rights and remedies available to EB, in particular the right of extraordinary termination of the registration and use relationship as well as claims at law or in equity.

7. PROHIBITED USES

- 7.1 You may use the Portal only for lawful purposes and in accordance with these Terms of Use. You agree not to use the Portal: **(i)** in any way that violates any applicable federal, state, local, or international law or regulation (including, without limitation, any laws regarding the export of data or software to and from the US or other countries); **(ii)** for the purpose of exploiting, harming, or attempting to exploit or harm minors in any way by exposing them to inappropriate content, asking for personally identifiable information, or otherwise; or **(iii)** engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Portal, or which, as determined by us, may harm EB or users of the Portal, or expose them to liability.
- 7.2 Additionally, you agree not to: **(i)** use the Portal in any manner that could disable, overburden, damage, or impair the site or interfere with any other party's use of the Portal, including their ability to engage in real-time activities through the Portal; **(ii)** use any robot, spider, or other automatic device, process, or means to access the Portal for any purpose, including monitoring or copying any of the material on the Portal; **(iii)** use any manual process to monitor or copy any of the material on the Portal, or for any other purpose not expressly authorized in these Terms of Use, without our prior written consent; **(iv)** use any device, software, or routine that interferes with the proper working of the Portal; **(v)** introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful; **(vi)** attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Portal, the server on

which the Portal is stored, or any server, computer, or database connected to the Portal; **(vii)** attack the Portal via a denial-of-service attack or a distributed denial-of-service attack; or **(viii)** otherwise attempt to interfere with the proper working of the Portal.

8. RELIANCE ON INFORMATION

- 8.1 The information presented on or through the Portal is made available solely for general information purposes. We do not warrant the accuracy, completeness, or usefulness of this information. Any reliance you place on such information is strictly at your own risk. We disclaim all liability and responsibility arising from any reliance placed on such materials by you or any other visitor to the Portal, or by anyone who may be informed of any of its contents.
- 8.2 This Portal may include content provided by third parties, including materials provided by other Users, and third-party licensors, syndicators, aggregators, and/or reporting services. All statements and/or opinions expressed in these materials, and all articles and responses to questions and other content, other than the content provided by EB, are solely the opinions and the responsibility of the person or entity providing those materials. These materials do not necessarily reflect the opinion of EB. We are not responsible, or liable to you or any third party, for the content or accuracy of any materials provided by any third parties.

9. ONLINE PURCHASES AND OTHER TERMS AND CONDITIONS

- 9.1 All purchases through the Portal or other transactions for the sale of goods or services, effectuated through the Portal, or resulting from visits made by you to the Portal, are governed by EB's Standard Terms and Conditions of Sale (accessible by visiting the following website: <https://shop.myeagleburgmann.com/US/en/download-center>, which are hereby incorporated into these Terms by reference.
- 9.2 Additional terms and conditions may also apply to specific portions, services, or features of the Portal. All such additional terms and conditions are hereby incorporated by this reference into these Terms.

10. CONTRACTING, PRICE, AND PAYMENT TERMS

- 10.1 The presentation of products in the Online Shop is non-binding and shall not be construed as a legally enforceable or binding offer.
- 10.2 By submitting an order via the Online Shop by clicking the button "Place Order," you submit a legally-enforceable and binding offer to conclude a purchase contract ("**Order**"). Before placing the Order, you may review the content of the Order. You are bound to the Order for a period of two weeks after electronic submission.
- 10.3 After receipt of the Order, you will receive a system-generated order receipt confirmation immediately. However, such receipt does not constitute legally enforceable acceptance by EB. Your order text itself will not be stored by EB in the system and cannot be downloaded after the order process has been completed. However, the content of the Order and order receipt confirmation will be sent by email to you. Automated emails do not constitute legally enforceable acceptance by EB. Delivery times are binding only if expressly confirmed in the order confirmation. A contract for the supply of goods between EB and you is binding upon sending a separate order confirmation in printable form, which will be sent by EB via separate email. The

conclusion of the contract is possible in German and/or English language. If other languages are provided, this will be indicated separately in the Online Shop.

10.4 The prices stated at the date of the Order shall apply. Prices indicated in the Online Shop are net and do not include statutory value added tax, packaging, shipping costs, or other surcharges or fees, which are shown separately. If there are minimum Order values for some articles, this will be indicated in the Online Shop and visible at the time of placing the Order.

10.5 The Online Services, excluding those covered in Section 6, are provided by EB free of charge.

11. LINKS FROM THE PORTAL

11.1 If the Portal contains links to other sites and resources provided by third parties, these links are provided for your convenience only. We have no control over the contents of those sites or resources and accept no responsibility for them or for any loss or damage that may arise from your use of them. If you decide to access any third-party sites linked to this Portal, you do so at your own risk and subject to the terms and conditions of use for such sites.

12. GEOGRAPHIC RESTRICTIONS

12.1 The owner of the Portal is based in the State of Texas in the United States. We provide this Portal for use only by persons located in the United States. We make no claims that the Portal or any of its content is accessible or appropriate outside of the United States. Access to the Portal may not be legal for certain persons or in certain countries. If you access the Portal from outside the United States, you do so on your own initiative and are responsible for compliance with local laws.

13. THIRD-PARTY RIGHTS

13.1 EB will provide the Online Services to you without knowingly infringing any third-party rights. In case of a violation of any third-party intellectual property rights, EB may, at its own discretion, remedy the violation by **(i)** concluding a corresponding license agreement, **(ii)** modifying the Online Services to avoid infringement, or **(iii)** replacing the Online Services, provided that the scope of services is not materially reduced.

13.2 EB shall not be liable for any infringement of third-party rights by you if the infringement results from use outside the scope of these Terms. In such cases, you shall indemnify EB against any third-party claims upon first written demand.

14. DISCLAIMER OF WARRANTIES

14.1 We do not guarantee or warrant that files available for downloading from the internet or the Portal will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for reconstruction of any lost data.

14.2 TO THE FULLEST EXTENT PROVIDED BY LAW, WE WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES, OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA, OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL OR YOUR DOWNLOADING OF ANY MATERIAL POSTED ON IT, OR ON ANY SITE LINKED TO IT.

14.3 YOUR USE OF THE PORTAL, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL IS AT YOUR OWN RISK. THE PORTAL, ITS CONTENT, AND ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER EB NOR ANY PERSON ASSOCIATED WITH EB MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY, OR AVAILABILITY OF THE PORTAL. NEITHER EB NOR ANYONE ASSOCIATED WITH EB REPRESENTS OR WARRANTS THAT THE PORTAL, ITS CONTENT, OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL WILL BE ACCURATE, RELIABLE, ERROR-FREE, OR UNINTERRUPTED, THAT DEFECTS WILL BE CORRECTED, THAT OUR SITE OR THE SERVER THAT MAKES IT AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT THE PORTAL OR ANY SERVICES OR ITEMS OBTAINED THROUGH THE PORTAL WILL OTHERWISE MEET YOUR NEEDS OR EXPECTATIONS.

14.4 TO THE FULLEST EXTENT PROVIDED BY LAW, EB DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR PARTICULAR PURPOSE.

15. LIMITATION ON LIABILITY

15.1 TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL EB, ITS AFFILIATES, OR THEIR LICENSORS, SERVICE PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, OR DIRECTORS BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE, OR INABILITY TO USE, THE PORTAL, ANY PORTALS LINKED TO IT, ANY CONTENT ON THE PORTAL OR SUCH OTHER PORTALS, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

15.2 The limitation of liability set out above does not apply to liability resulting from our gross negligence or willful misconduct, or death or bodily injury caused by products you purchase through the site.

15.3 EB's liability for any loss of data in the case of negligence by EB is limited to foreseeable damage which is intrinsic to the restoration expenditures that would have been required had backup copies been made on a regular and appropriate basis in light of applicable risks.

16. CONFIDENTIALITY

16.1 You and EB shall keep all internal technical and commercial information obtained within the scope of the registration and use relationship (collectively referred to as "**Information**") confidential and not disclose such Information to third parties, except with prior written consent. This obligation does not apply to information disclosed by EB via the Portal or information published by EB.

16.2 The confidentiality obligation does not apply to Information that: **(i)** was known to the receiving party before disclosure; **(ii)** was publicly available at the time of communication; **(iii)** was

disclosed through no fault of the receiving party; **(iv)** was disclosed by a third party without a non-disclosure obligation; or **(v)** was independently developed by the receiving party. The burden of proof for these exceptions rests with the receiving party.

- 16.3 You shall protect Information received against unauthorized access, use, and reproduction, and ensure it is not stored in an online-based IT infrastructure system (cloud) outside of EB's control, adhering to appropriate security measures and GDPR compliance.
- 16.4 EB may process and review data you voluntarily store on the Portal and use results or conclusions drawn from it for the development, advancement, or improvement of Online Services.
- 16.5 These confidentiality obligations shall continue to apply after termination of the registration and use relationship.

17. DATA PROTECTION, DATA PRIVACY POLICY

- 17.1 Both parties shall adhere to data protection obligations as outlined in the European General Data Protection Regulation (GDPR), the Federal Data Protection Act (Bundesdatenschutzgesetz), and the California Consumer Privacy Act (CCPA) in connection with the Online Services.
- 17.2 If you submit personal data to EB, you must ensure you have the authorization to do so for the intended provision of Online Services by EB.
- 17.3 Additional information on data protection is provided in the EB Privacy Policy for Online Services (the "**Data Privacy Policy**"), available at: <https://www.myeagleburgmann.com/en/data-privacy-statement/>.

18. INDEMNIFICATION

- 18.1 You agree to defend, indemnify, and hold harmless EB, its affiliates, licensors, service providers, and their respective officers, directors, employees, contractors, agents, licensors, suppliers, successors, and assigns from and against any claims, liabilities, damages, judgments, awards, losses, costs, expenses, or fees (including reasonable attorneys' fees) arising out of or relating to your violation of these Terms or your use of the Portal, including any use of the Portal's content, services, and products other than as expressly authorized in these Terms, or your use of any information obtained from the Portal.

19. CONTRACT TERM AND TERMINATION

- 19.1 The registration and use relationship begins upon submission and receipt of the registration confirmation by EB and continues indefinitely. Either party may terminate the relationship at any time. Termination by you will be effective thirty (30) calendar days after notice. Termination by EB will be effective immediately upon notice.
- 19.2 Upon termination, EB may block your access to the Online Services without delay. This does not affect any other rights to block access as defined in these Terms.

20. GOVERNING LAW & JURISDICTION

- 20.1 All matters relating to the Portal and these Terms, and any dispute or claim arising therefrom or related thereto (including non-contractual disputes or claims), shall be governed by and

construed in accordance with the internal laws of the State of Michigan, without giving effect to any choice or conflict of law provisions.

- 20.2 Any legal suit, action, or proceeding arising out of, or related to, these Terms or the Portal shall be instituted exclusively in federal court in the United States District Court for the Eastern District of Michigan, or the courts of the State of Michigan, located in Detroit and Wayne County. We retain the right to bring any suit, action, or proceeding against you for breach of these Terms in your country of residence or any other relevant country outside the United States. You waive any objections to the exercise of jurisdiction and venue in such courts.

21. ARBITRATION

- 21.1 At Company's sole discretion, it may require you to submit any disputes arising from these Terms or use of the Portal, including disputes arising from or concerning their interpretation, violation, invalidity, non-performance, or termination, to final and binding arbitration under the Rules of Arbitration of the American Arbitration Association applying Michigan law.

22. TIME LIMITATION ON CLAIMS AGAINST EB

- 22.1 ANY CAUSE OF ACTION OR CLAIM YOU MAY HAVE ARISING OUT OF OR RELATING TO THESE TERMS OF USE OR THE PORTAL MUST BE COMMENCED WITHIN ONE (1) YEAR AFTER THE CAUSE OF ACTION ACCRUES; OTHERWISE, SUCH CAUSE OF ACTION OR CLAIM IS PERMANENTLY BARRED.

23. WAIVER & SEVERABILITY

- 23.1 No waiver by EB of any term or condition set out in these Terms shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of EB to assert a right or provision under these Terms shall not constitute a waiver of such right or provision.
- 23.2 If any provision of these Terms is held by a court or other tribunal of competent jurisdiction to be invalid, illegal, or unenforceable for any reason, such provision shall be eliminated or limited to the minimum extent such that the remaining provisions of the Terms will continue in full force and effect.

24. ENTIRE AGREEMENT

- 24.1 The Terms, and our Data Privacy Policy, and all other terms incorporated by reference into these Terms, constitute the sole and entire agreement between you and EB regarding the Portal and all activities and transactions effectuated in relation thereto, and supersede all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, regarding the Portal.

25. CONTACT

- 25.1 Except as otherwise set forth above, notices and communications should be directed to EagleBurgmann Germany GmbH & Co. KG via email at the following email address: info@myeagleburgmann.com.

ANNEX 1

A1. EB Instant Service

EB Instant Service provides EB product information, simple request function (such as for spare parts), quick access via QR code (if available) and digital note function. The product information depends on the product, but generally consists of data (e.g., material number, drawing number, base materials) and documents, (e.g., drawings, certificates, repair reports). The product information will be accessible in the logged-in or public area for data security reason