Schüco Site Connect

General conditions of use for the use of Schüco Site Connect

Preliminary note

Schüco International KG (hereinafter "Schüco") runs an app for business partners of the Schüco Group (hereinafter "Partners") and, in a limited capacity, interested users (hereinafter "Users"), who can use the app without having to register/log in.

The free "Schüco Site Connect" app (hereinafter also referred to as "App") can be used to improve business collaborations, as contact between the customer and the Schüco Group is facilitated in conjunction with the App. The Schüco Group is to be understood as all companies with which Schüco is affiliated as defined in Section 15 ff. of the German Companies Act (Aktiengesetz) and which use Schüco Connect.

1. Functions

1.1
Schüco allows all Users to access/download Schüco Site Connect via the App Store or Play Store, depending on the operating system used (Android or iOS).

1.2
The functions of the free version are limited. It is not possible to send and receive Partner-specific information in the same way as is possible with Schüco Connect. Free access to the App is therefore restricted to the following functions for Users:

- An article identification service which enables Users to identify Schüco articles using the camera on their device. To this end, Users can include additional information to the product images, such as dimensions, notes and video and audio files, and obtain product details required for identification and research using specific, guided query dialog boxes.

- A search function for an article number

- QR code scanner

- Create and add articles to a favourites list (the User receives no information about price and availability based on the Partner for whom they work).
- Add articles to a basket (without being able to purchase them)
- Connection to the Schüco Docu Center App and display of articles in this App
- Link to the official Schüco spare parts shop (external provider)
- View Schüco contact details
- Change the App language
- View the privacy policy and conditions of use

1.3
Schüco grants full access to all the functions of the App to Partners who use Schüco Connect. To this end, a User must be registered and actively logged into the App. (See Point 2).

Following successful registration/login, the above functions are supplemented with the following customer-specific information and possible actions, and in particular:

- Prices and availability are shown based on the Partner the User works for.

- A shopping cart is consigned to Users who have been assigned purchasing rights by the Partner.

- Articles can be ordered if the registered, logged-in User has been assigned purchasing rights by the Partner (see Point 1.2).

1.4
The use of certain functions within the App – in particular those which require the acceptance of additional conditions or a separate agreement – may be limited to certain Partners and/or Partner groups.

1.5
These general conditions of use apply to all content, functions and other services (hereinafter "Applications") which Schüco has made available for the App. For certain Applications, additional conditions may be agreed with the Partner where necessary (hereinafter "Additional Conditions"); Schüco

shall make the Partner aware of any existing Additional Conditions in good time prior to the use of such an Application.

2. Access for full use

2.1
To be able to make full use of the App (Point 1.3), a corresponding application from the Partner is first required. The employee they entrust with fulfilling the contractual duties shall submit an application as a User for their employer, the Partner. Schüco provides the application form electronically on the internet.

The User affirms that they are authorised to act in the name of and on behalf of the Partner, in particular when they make declarations of intent for the service provider.

2.2
Schüco shall review the abovementioned application in a timely manner. If this is complied with, the Users indicated in the application will receive notification by e-mail that access has been set up and can be used.

2.3
The User must ensure that access data is not passed and is treated as strictly confidential. In the event that a third party obtains knowledge of the access data, Schüco must be informed without delay.

2.4
Incorrectly entering the access data three times or not using the access for three months entitles Schüco to block access for the User in question.

3. Use of the App

3.1
The functions described under Point 1 are available to the User in the App.

3.2
Schüco strives to continuously develop the App. Within the scope of this continuous development, the App, as well as individual Applications, will be improved and/or enhanced.

3.3
The use of the App and the Applications is only granted within the limits of the current state of the art. In this connection, it may also occasionally be necessary to temporarily limit the services provided within the App – for example, in view of capacity limits, the security of the App, the integrity of the servers or in order to implement technical measures in the interest of the proper provision of the services. Schüco will take the legitimate interests of the Users into consideration and, for example, announce planned maintenance work in the App on the website in advance.

3.4
The App is available for at least 95% of each quarter.

3.5
In order to use the App, the User must have access to the correct infrastructure, in particular an end device and internet connection. The App can only run on Android and iOS devices. The User must accept and comply with the conditions of the relevant application store (Play Store for Android devices; App Store for iOS devices).

The costs for the end device and the data tariff required for downloading and operation are borne exclusively by the owner of the device. Schüco reserves the right to cease the provision of support for older iOS/Android versions.

The App is designed for smartphones with the iOS or Android operating system. Tablets, smart watches, TVs and other devices are not suitable technical equipment for the App and are therefore not supported by Schüco.

4. User obligations

To enable the App to function with its large number of Users, they must comply with certain rules.

4.1

The App and its Applications may only be used for the purposes stated in Point 3.1. Any usage which aims to make use of the App above and beyond these purposes is not permitted.

4.2

4.2.1

Disruptions to the App are prohibited. In particular, taking measures which could lead to an undue burden being placed on the App or to unacceptable harassment of other Users is not permitted.

4.2.2

Electronic attacks on the App of any form whatsoever (including all of the hardware and software used in the running of the App) or on individual Users are prohibited. The measures listed below, among others, are considered to be electronic attacks:

- Hacking attempts, i.e. attempts to overcome, circumvent or otherwise override the security mechanisms of the App
- The use and/or circulation of viruses, worms, trojans
- Brute force attacks
- Other measures or methods which may disrupt the App including all of the hardware and software used in the running of the App and/or harm Schüco or Users

4.2.3

The submission by the User of content which is illegal or which breaches the rights of a third party is not permitted. The use of the App for violations of competition law and/or antitrust law is likewise not permitted. In the event of infringement of the above terms of this Point 4.2.3, Schüco is entitled to block and/or delete the content in question.

4.3

The User must ensure that they upload to, and save and process in the App only content and data to which they have the required rights.

4.4

The access data for the App must be kept strictly confidential by the User. If the User has knowledge, or even if it is only suspected that the access

data is known to a non-authorised person, the User must inform Schüco of this immediately.

5. Liability of Schüco

5.1
Schüco shall be liable without restriction to Users for damages arising from damage to life, limb or health which are based on a deliberate or negligent breach of duty, as well as for other damages which are based on a deliberate or grossly negligent breach of duty as well as malice. Furthermore, Schüco shall be liable without restriction for damages which are subject to liability according to binding statutory provisions such as the German Product Liability Act (Produkthaftungsgesetz) as well as in the case where guarantees have been transferred.

5.2
For damages which are not covered by Point 5.1 and which were caused by the slightly negligent conduct of legal representatives, executives or other agents of Schüco, Schüco is only liable if they are the infringement of an essential contractual obligation. In this case, claims for compensation are limited to damages that are typical and foreseeable in this type of contract. Damages are no longer foreseeable in this type of contract if they are over €50,000.00. An essential contractual obligation exists for obligations whose fulfilment enables the correct execution of the contract in the first place and on whose observation the User depends and may depend.

5.3
Unless Points 5.1 and 5.2 provide for liability, this is excluded.

6. Duration
The contractually agreed use of the App can be terminated by Schüco subject to a notice period of 2 weeks. The right to termination for a compelling reason in accordance with Section 314 of the German Civil Code (Bürgerliches Gesetzbuch) remains unaffected. Any notice of termination must be served in text form or in writing. The User can end the contractual relationship at any time by uninstalling the App.

7. Other

7.1
Schüco reserves the right to amend the provisions of these General Condi-

tions of Use at any time and without providing reasons while observing the conditions outlined below under Point 7.1.1 and up to and including 7.1.3.

7.1.1

The above authority to make changes expressly does not include any changes to the description of the subject of the contract in accordance with Point 3 of the General Conditions of Use. Schüco shall therefore notify the User of any changes and/or deviations from the services promised and offer them continuation of the usage relationship under the amended conditions if the interests of the User are adversely affected as a consequence of the changes and/or deviations.

7.1.2

Other amended provisions which are not included in Point 7.1.1 will be sent to the User in the App before they take effect. If the User does not object to the validity of the new General Conditions of Use within six weeks following receipt of the e-mail, the amended General Conditions of Use are considered to have been accepted. In the e-mail containing the amended provisions, Schüco is obliged to separately make the User aware of the significance of the six week period (drawing particular attention to the fact that the amended General Conditions of Use will be considered to have been accepted by the User if they do not object to the new General Conditions of Use within this period following receipt of the e-mail).

7.1.3

If the User objects to the validity of the new General Conditions of Use within the period cited under Point 7.1.2, Schüco remains entitled to effect standard termination of the contractual relationship with the User with a notice period of 14 days.

7.2

For the purpose of fulfilling the contract and thereby of providing the service owed by Schüco under the contract, Schüco may also employ third parties as so-called vicarious agents.

7.3

Third parties may enter into the rights and obligations resulting from this contract for Schüco in part or in full in place of Schüco subject to an advance notice period of one month. In such a case, the User is entitled to withdraw from the contract by terminating the contractual relationship with Schüco without giving any reason.

7.4
The law of the Federal Republic of Germany applies exclusively to these General Conditions of Use and the contractual relationship between Schüco and the Partner. The court of jurisdiction is Bielefeld.

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