RENOLIT Digital Customer Platform
incl. Online Shop - Terms of Use

We, **RENOLIT** SE, Horchheimer Str. 50, 67547 Worms, Germany (hereinafter "we", "us", "**RENOLIT**"), operate the **RENOLIT** Shop at the address shop.renolit.com, which is a web Shop for commercial customers of **RENOLIT** products (hereinafter the "Shop").

§ 1 Scope of application. Definitions

(1) The use of the Shop is subject to the exclusive Terms of Use listed herein, in the version applicable at the time of use. Any company that concludes a contract with **RENOLIT** for the use of the **RENOLIT** Shop, including these Terms of Use, is hereinafter referred to as a "Customer" (such contract being a "Contract for Use").

(2) **RENOLIT** offers the use of the Shop exclusively to Customers who are entrepreneurs within the meaning of Sec. 14 of the German Civil Code BGB; orders from consumers are not accepted by **RENOLIT**.

(3) These Terms of Use and the documents referred to herein apply to the exclusion of any other rule or document. Any deviating, conflicting or supplementary general terms and conditions of business and purchase of the Customer shall only become part of the contract if and to the extent that **RENOLIT** has expressly agreed to their validity in writing.

This requirement of consent shall apply in any case, even if e.g. **RENOLIT**, being aware of the Customer's general terms and conditions of business and purchase, starts providing performance unconditionally.

§ 2 Contract for Use. Registration. Data protection

(1) If the Customer wishes to order the products offered in the Shop and use the Shop features, it must register and conclude a Contract for Use with us on the basis of these Terms of Use.

(2) To conclude a Contract for Use, we require that the person filling out the registration form and acting on behalf of the Customer, has full legal capacity, and is at least 18 years of age, and has provided us with at least the following personal data in a complete and accurate manner:

Name and family name of the natural person acting on behalf of the Customer, company name and address of the Customer, business telephone number and e-mail address.

(3) To conclude the Contract for Use, the Customer must duly complete the registration form provided in the Shop and send it to us by clicking on the "Register Now" button. The Customer will receive confirmation of his registration application after the request for registration has been received. Once we have internally reviewed and approved the request, we will send Customers an email to the email address provided, together with a link to create their own password to access their account. We reserve the right to refuse registration requests. The Contract for Use with us is concluded when the Customer receives the email. From this point on, the Customer will be entitled to order **RENOLIT** products offered in the Shop and use the other features of the platform.

(4) The Customer is obliged to provide complete and accurate information during the registration process. Furthermore, the Customer is obliged to inform us immediately in writing of any changes to Customer data. This applies in particular in the event of a change or loss of commercial character or a change of the VAT ID. Should the Customer fail to comply with the aforementioned obligations and not notify us without undue delay of data changes, we will be entitled to exclude it from further use of the Shop and/or terminate the Contract for Use without notice.

(5) The Customer is entitled to create further users (co-purchasers) by providing the first and

last name and the e-mail address. As a rule, the Customer should keep the number of authorised users as low as possible.

(6) The Customer's access data for the Shop shall be treated as strictly confidential by the Customer and its employees. In the event of abuse or suspicion of abuse, the Customer must immediately change its access data and notify **RENOLIT**. **RENOLIT** shall not be liable for damage resulting from misuse of the Shop account password or the co-purchaser's password.

(7) Any orders received by **RENOLIT** from the Customer's Shop account or the co-purchaser's sub-account will be considered as orders placed by or on behalf of the Customer. When registering sub-accounts for co-purchasers, the Customer warrants that the co-purchasers are sufficiently authorized in every respect to order the goods on behalf of the Customer.

(8) We process Customer data as well as other personal data arising in connection with the use of the Shop exclusively in accordance with the applicable data protection laws. Further details are laid down in the **RENOLIT** Privacy Policy, which can be found at www.shop.renolit.com.

§ 3 Shop features. Industrial property rights

(1) We maintain and operate the Shop features on the basis of the Contract for Use and in accordance with these Terms of Use, in particular the features to order **RENOLIT** products.

(2) We will use our best endeavours to ensure access to the Shop with an average annual availability of 95% within service hours on weekdays between 8:00 a.m. and 6:00 p.m. CET (excluding national holidays and the period from 24 December to 2 January) (hereinafter "Availability"). However, Availability at any time shall not be part of the performance owed.

In particular, necessary maintenance work, mandatory security reasons and events beyond our control (e.g. disruptions of public communication networks and the Internet, power failures or similar incidents) may lead to disruptions or to the temporary suspension and accessibility of the Shop even below Availability, without this constituting a contractual breach of duty on our part, unless we have culpably caused such a breach of contract.

(3) We may temporarily restrict or terminate access to the Shop any time if this is absolutely necessary with regard to the security or integrity of our servers or if this is required for the implementation of mandatory technical measures to maintain the contractual performance also vis-à-vis other customers. Restrictions of access may be necessary in particular to protect against attacks from the Internet (e.g. in the case of so-called "denial of service" attacks) and shall be permissible in such a case, even if Availability cannot be achieved as a result thereof.

(4) The Shop features contents (texts, photos, etc.) that are protected by law. The contents may therefore be subject to copyrights, trademarks, patents or other industrial property rights. The rights to these contents belong exclusively to us and our respective licensors. Contents may only be used within the scope of the use of the Shop provided for in the contract. Furthermore, such content, in particular texts and photographs, may not be processed, downloaded, copied, let, loaned, leased, sold, made publicly accessible or distributed in any other way without our express consent.

§ 4 Conclusion of Contract. Terms of Delivery for Orders in the Shop. Validity of the RENOLIT General Terms and Conditions

(1) The presentation of **RENOLIT** products in our Shop does not constitute a legally binding offer, but an invitation to place an order (*invitatio ad offerendum*).

(2) Only the General Terms and Conditions of **RENOLIT** (hereinafter referred to as "**RENOLIT** T&Cs") shall apply to the delivery and execution of the Customer's order. By clicking

on the confirmation button to acknowledge the **RENOLIT** T&Cs and the "Order & Pay" button in the last step of the order process, the Customer submits a binding offer to purchase the **RENOLIT** products shown in the order overview. Immediately after sending the order, the Customer will receive a confirmation of the same, which, however, does not constitute acceptance of the Customer's contractual offer. A contract between the Customer and us is actually concluded by sending the Customer a written order confirmation or by executing the order and sending it to the Customer. The order confirmation is sent to the Customer in electronic form to the specified e-mail address.

(3) The Customer can choose **RENOLIT** products for purchase in the Shop and put them in the shopping cart by clicking on the "shopping cart" button. To complete the order, Customers must access the shopping cart from where they will be guided through the order process. Then, after selecting the articles in the shopping cart and filling in the necessary order and address data, a page opens by pressing the button "Proceed to next step", and a summary of the essential article data, including any costs incurred, is displayed. Up to this point in time, the Customer may correct data submitted or refrain from entering into a contract. A binding offer within the meaning of paragraph 2 above will only be made if you click on the button "Order & Pay".

(4) The exclusive contract language shall be German. Translations into other languages are for information purposes only. In the event of contradictions between the German text and the translation, the German text shall prevail.

(5) For the delivery and execution of the order (terms of payment, warranty for **RENOLIT** products, retention of title, transfer of risk, etc.), the **RENOLIT** General T&C's shall apply.

§ 5 Obligations of the Customer when using the Shop

(1) The Customer shall protect the assigned access authorization to the Shop (e-mail address and password) against access by unauthorized third parties and shall not pass it on to an unauthorized third party. Once the Customer has any indications that user and access rights have been illegally obtained by a third party or could be misused, the Customer shall inform us forthwith. To the extent that the Customer grants access to the Shop to a third party, e.g. companies belonging to its group, the Customer shall be responsible for negligence or fault of these third parties as for its own negligence or fault. The Customer shall impose any provisions of this Contract for Use on any third parties entitled to use the Shop and shall oblige them to comply with the contractual provisions before the Customer grants them access to the Shop.

(2) The Customer will not use or allow to use the Shop in any improper way, and in particular will not transmit data with illegal or unlawful content. The Customer shall refrain from any attempt by itself or by an unauthorized third party to retrieve information or data without authorization or to interfere or have interfered with software operated by us or by our subcontractors or to access data networks operated by us or our subcontractors without authorization

(3) The Customer shall apply appropriate technical and organisational measures to protect the systems used to access the Shop and will regularly check these measures to ensure that the Shop and the systems used by us for the Shop remain intact, in particular against access by unauthorised third parties, viruses, Trojans or similar malware.

§ 6 Liability and warranty for free provision of Shop features

(1) In the event of quality defects in the Shop, **RENOLIT** shall be liable for direct damage caused to the Customer by fraudulent concealment of a defect in the Shop, and also for consequential damage caused by wilful intent or gross negligence on the part of **RENOLIT**. Any other, additional or further warranty for quality defects in the Shop shall be excluded.

(2) **RENOLIT** shall be liable for defects in title to the Shop only for damage incurred by the Customer because a defect in title to the Shop was fraudulently concealed from the Customer. Any further warranty for defects in title shall be excluded.

(3) **RENOLIT** shall otherwise be liable for the free provision of the Shop only in cases of intent and gross negligence. Further claims for damages and reimbursement of expenses on the part of the Customer, irrespective of their legal basis, in particular due to breach of duties arising from the contractual relationship and/or from tort, shall be excluded. Liability according to the German Product Liability Act, however, remains unaffected.

§ 7 Duration of the Contract for Use

(1) The Contract for Use of the Shop is not limited in time. Ordinary termination by the Customer or by us is possible at any time, subject to a notice period of one month. The right to termination for cause remains unaffected. We have the right to terminate this Contract for Use for good cause in particular if the Customer fails to comply with the present Terms of Use.

(2) A termination requires written or text form (e.g. e-mail or letter) to be valid. The Customer may also terminate the Contract for Use and contact **RENOLIT** Shop Support to have its Customer account deleted from the Shop.

§ 8 Amendments to the Terms of Use. Final Provisions

(1) In the event of changes in the law, changes in jurisdiction or changes in economic circumstances, **RENOLIT** reserves the right to amend the Terms of Use with regard to the Contract for Use with the Customer in accordance with the following provisions. **RENOLIT** shall notify the Customer of any changes to the Terms of Use in writing or in text form. Unless the Customer objects to the change to RENOLIT in writing or in text form within six weeks of receipt of the notification, the change shall be deemed accepted and the amended version of the Terms of Use shall be authoritative for the existing Contract for Use between RENOLIT and the Customer from this point in time. When notifying the Customer of the change, RENOLIT shall expressly draw the Customer's attention to this consequence. In the event that the Customer does not accept the change, **RENOLIT** and/or the Customer shall be entitled to terminate the Contract for Use as and when the change is to take effect.

(2) Amendments and supplements to the Contract for Use, and any other declarations in connection with the Contract for Use, that trigger a legal consequence (e.g. setting a deadline, termination) must be made in writing or in text form to be effective. This shall apply *mutatis mutandis* also to modifications of and amendments to this writing form requirement.

(3) Should any provision of these Terms of Use be or become void in whole or in part, or should a gap in the Terms of Use become apparent, this shall not affect the validity of the remaining provisions.

(4) The Contract for Use shall be governed by the laws of the Federal Republic of Germany. The provisions of international private law and the UN Convention on Contracts for the International Sale of Goods shall not apply.

(5) Place of performance and exclusive place of jurisdiction for all legal disputes of the parties arising out of or in connection with the Contract for Use shall be Worms, Germany.

(6) To the extent that translations into other languages are produced from these Terms of Use, the German text shall remain the only legally authoritative version for the interpretation of the provisions.