

Terms and Conditions of Use for the Customer Portal

1. General Conditions

- 1.1. Harburg Freudenberger Maschinenbau GmbH (Asdorferstrasse 60 57258 Freudenberg, Germany, hereinafter referred to as "HF") manufactures special machinery for industrial use and also offers various services. Among other things, it operates a portal (hereinafter: "Portal") at the Internet address www.mymixingroom.com, which is intended exclusively for its customers (hereinafter: "User") and can - apart from HF - only be used by them.
- 1.2. The use of the Portal by the User and the utilization of the services offered by HF within the framework of the Portal, whether for a fee or free of charge, shall be in accordance with the provisions of these Terms and Conditions of Use (hereinafter also referred to as "Terms"). Any deviating general terms and conditions of the User shall not be accepted unless HF expressly agrees to their validity in writing. All terms and conditions arising from other business relationships between the User and HF shall remain unaffected by these Terms and Conditions of Use for the portal.
- 1.3. Upon admission of the User to the Portal in accordance with Section 3 below, a free-of-charge usage agreement is initially concluded between HF and the User in accordance with these Terms. At the same time, the User accepts these Terms in the version valid at the time of admission as authoritative.
- 1.4. The User is prohibited from using or exploiting HF's intellectual property (logos, trademarks, designs, business designations, utility models, etc.) unless and until the User is authorized to do so by these Terms or other explicit agreements with HF.

2. Services of HF

- 2.1. The Portal is a platform for the identification, administration and maintenance of systems, products and product lines and has extensive administrative functionalities as well as comprehensive product documentation. In addition, various services can be accessed via the Portal. Also included is a logbook of maintenance events and tickets, which are shared between HF and the User and in which own maintenance events (in the form of pictures, logs, instructions, etc.) can be recorded (hereinafter: "Service Book").
- 2.2. HF's services currently consist of, among other things:
 - Manual with operating instructions and instructions for preventive maintenance
 - Reports of inspections carried out by HF, where available
 - Spare parts catalog and/or spare parts lists for identification of spare part codes
 - Open ticket for 24/7 support and on-site support in HF ticket system
 - "Service Book"
- 2.3. HF is entitled to use subcontractors to fulfill contractual obligations at any time.

3. Registration, Access to the Portal, Authorization

- 3.1. The prerequisite for using the Portal is that the User is a customer of HF. The Portal is only open to customers of HF. There is no entitlement to admission to use the Portal.
- 3.2. The use of the Portal requires prior registration, after which an "Administrator Account" is created for the User. Upon registration, the User must provide his full name, e-mail address and location. HF is entitled to request further proof of identity and to verify the abstract authorization to use the Portal. After HF has verified and identified the User, the User can

admit to the Portal by accepting these Terms and the privacy policy of HF. In particular, HF reserves the right to deny the User access to the Portal if the User is not a customer of HF.

- 3.3. Via the "Administrator Account" created in the registration process, which includes e-mail address and password, the User has the option to grant up to 30 of its employees' access authorization for its account by adding e-mail addresses (hereinafter: "Employee Login"). Furthermore, the User can assign additional roles for its employees with different usage authorizations.
- 3.4. For security reasons, the password assigned by the User must be at least 8 characters long, consist of upper and lower case letters and contain at least one number. For security reasons, it is recommended to change the password at regular intervals.
- 3.5. The User warrants that the information provided by him to HF, in particular during the registration process as described in Section 3.1 and thereafter, is true and complete. The User is obliged to keep the information provided up to date at all times. The same applies to all information provided by the User when setting up the account.
- 3.6. The User may only use the Portal for the purposes stated in these Terms. Any actions that could impair the trouble-free operation of the Portal are to be refrained from. The User shall ensure that the contents uploaded by him are free of viruses, Trojans or other harmful files or file components. Furthermore, the User must ensure that the content uploaded by him is not of an offensive, sexually influenced, obscene, defamatory, racist or fanatical nature, does not violate legal regulations or the rights of third parties and is not likely to impair the smooth operation of the Portal. In addition, the User is not permitted to reproduce, publish or otherwise make available to third parties any content from the Portal other than that which he has entered himself without the express consent of HF.
- 3.7. HF is entitled to withdraw or block access to the Portal if there is sufficient suspicion that the User or its employees have violated these Terms. HF will notify the User of this by e-mail. The User can avert these measures if he eliminates the suspicion by submitting suitable evidence at his own expense within a reasonable period of time. Furthermore, HF may withdraw or block access if HF has another legitimate interest in withdrawing or blocking access. When deciding to withdraw or block access, HF will give due consideration to the legitimate interests of the User. A User whose admission has been withdrawn is permanently excluded from participation in the Portal.
- 3.8. All logins are individualized and may only be used by the respective authorized User and his employees within the scope of the Employee Login. The User is obliged to keep the login and password secret and to protect them from unauthorized access by third parties. The User is also responsible for keeping the Employee Logins secret and will instruct his employees accordingly. In the event of suspected misuse by a third party, the User shall notify HF thereof without undue delay by e-mail. As soon as HF becomes aware of the unauthorized use, HF will deny the unauthorized User access. HF reserves the right to change a User's login and password; in such event, HF will notify the User thereof without undue delay.
- 3.9. All declarations of intent made using a User's respective Employee Login are effective for and against this User unless the recipient of the declaration is positively aware of the declarant's lack of authority to represent the User.

4. Services subject to Charges

- 4.1. For the duration of the warranty period of the User's system(s), the use of the Portal including the services mentioned in Clause 2 are free of charge. After expiry of the warranty period, the use of the Service Book and the possibility to open tickets referred to in Clause 2.2 shall be subject to a charge. The same applies to each system of the User for which the warranty period has already expired at the time when the system is added to the Portal. Other services mentioned in clause 2 shall remain free of charge for the system(s) at all times.

- 4.2. If or as soon as a service is subject to charge, the User will receive a request from HF as to whether he would like to continue using or start to use the chargeable service(s) and the User will be shown the price for the use of the respective service(s). Neither this request nor any other presentation or advertising of chargeable services constitute a binding offer to conclude a corresponding contractual relationship.
- 4.3. The User can book the chargeable service(s) via the online marketplace MyPossehl (<https://www.mypossehl.com/>). This requires registration with MyPossehl and acceptance of the current terms of use and the current privacy policy of MyPossehl and HF. By submitting a booking via MyPossehl, the User makes a legally binding offer to book the selected services, to which the User is bound for a period of ten days after submitting the offer. The User's offer is accepted by the continued provision of the chargeable services after the expiry of the warranty period or by their activation in the Portal. In this context, HF will check the User's entitlement to use the chargeable service(s). If the chargeable service(s) cannot be clearly assigned to the User, HF reserves the right to reject the service.
- 4.4. Chargeable Services are activated for the User by HF for a certain term, after which they can only be used again if the User makes payment for the next term.
- 4.5. In the event of a future extension of HF's offer by other chargeable services, the User will be notified by HF as described in Clause 4.2 and can book the further chargeable services in the same manner as described in Clause 4.3.
- 4.6. If the User does not make use of the chargeable service(s) after the expiry of the warranty period or if the User does not make payment for the next term pursuant to Clause 4.4, the User can decide whether his entries (events/tickets) should be permanently deleted from the Service Book or hidden in case of a later use.
- 4.7. The services available on the Portal may also include services provided by third parties to which HF merely provides access. For the use of such - accordingly marked - services of third parties, deviating or additional regulations may apply.

5. Payment Modalities

- 5.1. The User may make payment by invoice. The User may at any time change the billing address stored in its personal user area.
- 5.2. Chargeable services are either invoiced before they are activated or before the agreed period of use or the warranty period expires or - regarding some chargeable services - after their execution. The User receives the invoice by e-mail. Chargeable services which are taken up or terminated for good cause pursuant to Clause 11.3 c) in the course of the agreed period shall be invoiced pro rata temporis for the period in which they are taken up or terminated.
- 5.3. Payment of the agreed price is due without deduction 30 days after the end of the month, in which the invoice was issued, unless otherwise agreed.
- 5.4. In the event of default in payment, HF keeps the right to suspend the unpaid service. The User will have access to the respective service again upon receipt of full payment. The right to terminate for good cause pursuant to Clause 11.3 c) shall remain unaffected.
- 5.5. The User agrees to invoices being sent by e-mail and to the storage of billing data for purposes of proof and/or within the scope of statutory retention obligations.
- 5.6. If the User is domiciled in another member state of the EU, the User hereby authorizes HF to carry out the reverse charge procedure and to invoice the sales under its VAT ID number stored in the User profile.

6. Liability

- 6.1. HF is liable for intent and gross negligence without limitation, but for slight negligence only in the event of a breach of obligations that are essential to the provision of the chargeable services utilized. In the event of a breach of such a material contractual obligation, liability shall be limited to the damage typical for the contract, the occurrence of which HF could have expected at the time of conclusion of the contract based on the circumstances known at that time. Liability for consequential damages, in particular for lost profits or compensation for damages to third parties, is excluded, unless HF is guilty of intent or gross negligence. Any further liability is excluded subject to the following provisions.
- 6.2. Claims for damages under the German Product Liability Act and for damages resulting from injury to life, body or health shall remain unaffected by the above limitations of liability.
- 6.3. HF warrants that the information available in the Portal about OEM HF parts of the systems supplied and directly provided by HF in the Portal is correct. Not covered by this warranty is information on systems directly provided by the User himself or at the User's request by HF and on parts supplied by third parties, which are specified by the suppliers. HF expressly points out that there may be deviations in the spare parts catalog for these systems and parts due to conversions, replacements, use of obsolete components, changed code numbers etc., for which HF accepts no liability. However, HF will endeavor to correct any discrepancies.
- 6.4. As long as the User does not make use of any chargeable services, HF shall not be liable for the accessibility of the Portal and in particular reserves the right to discontinue the operation of the portal at its own discretion at any time, in whole or in part, temporarily or permanently and without stating reasons. If and to the extent that the User makes use of chargeable services, HF shall be liable for the operation and accessibility of the Portal to the extent of 80% on an annual average, provided in particular that there is no non-accessibility of the Portal due to disruptions within the line network for which HF is not responsible, due to other circumstances not attributable to HF or due to force majeure. HF accepts no liability for any accessibility beyond this. The User is obligated to report any inaccessibility of the Portal or other malfunctions to HF (support@hf-mixinggroup.com) without delay.
- 6.5. If operation and/or accessibility are restricted due to foreseeable circumstances (e.g. software updates), HF will inform the User thereof in good time.
- 6.6. HF shall take measures to protect the data (e.g. backups) in accordance with the state of the art. However, HF shall not be subject to any custodial or safekeeping obligations with respect to the data. The User is also responsible for ensuring that the data is adequately backed up.
- 6.7. Furthermore, HF shall not be liable for any impairment of the contractual use of the services provided by HF on the Portal caused by improper or incorrect use by the User. The same applies to damages caused by improper disclosure or use of the access data.
- 6.8. Insofar as the Portal offers the possibility of forwarding to databases, websites, services, etc. of third parties, e.g. by setting links or hyperlinks, HF shall not be liable for any damages. HF is neither liable for the accessibility, existence or security of these databases or services, nor for their content. In particular, HF shall not be liable for their legality, correctness of content, completeness, up-to-dateness, etc.
- 6.9. The above limitations of liability shall also apply mutatis mutandis to the benefit of HF's vicarious agents.

7. External Contents, Release from Liability

- 7.1. The User is prohibited from inserting content on the Portal that violates legal regulations, official orders or morality. Furthermore, the User is prohibited from inserting content that violates the rights, in particular copyrights or trademark rights, of third parties.
- 7.2. HF does not adopt third party content as its own under any circumstances.
- 7.3. HF reserves the right to block third party content if such content is punishable under applicable laws or if it is recognizably used in preparation of punishable acts.
- 7.4. The User shall indemnify and hold HF harmless from and against any and all claims asserted by third parties against HF for violation of their rights or infringements of rights based on content posted by the User. In this regard, the User shall also be liable for the costs of HF's legal defense, including all court and attorney fees.

8. Other Obligations of the User

- 8.1. The User shall,
 - a) set up and maintain the necessary data security precautions during the entire term of the contract. This also refers to the careful and conscientious handling of logins and passwords;
 - b) notify HF immediately of any technical or legal changes occurring in its area if they are likely to impair the provision of services or the security of the Portal, including the services and functions offered thereon;
 - c) cooperate in the clarification of attacks by third parties on the Portal, insofar as this cooperation by the User is required;
 - d) use the portal exclusively for the specified purposes.
- 8.2. The User is obliged to refrain from all actions that jeopardize or disrupt the functioning of the Portal and not to access data to which he is not entitled. Furthermore, the User shall ensure that the information, data and content transmitted via the Portal are not infected with malware (e.g. viruses, worms or Trojan horses). The User agrees to indemnify and hold harmless HF from and against any and all claims, including reasonable attorneys' fees and court costs, asserted by third parties against HF due to the User's failure to comply with its obligations.
- 8.3. The User agrees to maintain absolute confidentiality vis-à-vis third parties regarding all business transactions of which he becomes aware in the course of using the Portal, in particular regarding business and trade secrets, unless otherwise stipulated in these Terms or in other mutual agreements, or unless there is a statutory or official duty to disclose such information. The obligation to maintain secrecy shall continue to exist even after the use of the Portal has ended.

9. Data Security and Privacy Policy

- 9.1. HF's servers are secured in accordance with the state of the art, in particular by firewalls; however, the User is aware that there is a risk for all participants that transmitted data can be intercepted in transit. This applies not only to the exchange of information via e-mail leaving the system, but also to the Portal mailbox and all other transmissions of data. The confidentiality of data transmitted in the course of using the Portal can therefore not be guaranteed.
- 9.2. HF is entitled to collect the data required to provide the contractual services.

- 9.3. Furthermore, HF is entitled to process and store the data received from the User in connection with the customer relationship during the term of this agreement, in compliance with the requirements of the applicable data protection regulations. Specifically, the User agrees that HF may
- a) store and process the information provided by the User in the course of registration regarding company data, billing data and contact persons of the User as well as corresponding updates provided by the User;
 - b) store and process the employee data provided by the User in the context of the Employee Login.
 - c) store and archive the data independently entered into the portal by the User
- 9.4. Any use of personal data that goes beyond the uses specified in these Terms as well as in the then current privacy policy of HF (available in the footer of the Portal) requires the separate consent of the User. If and to the extent that separate consent is required and the User has consented to the use of his personal data, the User shall be entitled to revoke such consent at any time. The revocation shall not affect the lawfulness of the processing until the revocation.
- 9.5. Furthermore, HF will treat as confidential all data relating to the User that is marked as confidential by the User and will use such data only in accordance with these Terms. HF reserves the right to deviate from these Terms if HF is required to disclose User data due to legal or regulatory requirements.
- 9.6. HF is nevertheless entitled to view the personal user areas at any time if this seems appropriate for the fulfillment of its obligations under these Terms.
- 9.7. By granting access pursuant to Section 3, the User warrants to HF that he has complied with all applicable data privacy protection laws with regard to the data transmitted by him and releases HF from any claims, including claims under public law. In particular, the User must ensure that any necessary consent is obtained from employees before personal data of employees is posted on the Portal in the context of setting up Employee Logins or in any other way.

10. Assignment and Offset

- 10.1. Partial or complete assignment of the User's rights under the contract with HF to third parties is excluded.
- 10.2. The User is only entitled to set off counterclaims against HF if these counterclaims are undisputed or have been legally established.
- 10.3. HF is entitled to transfer the rights and obligations arising from this contractual relationship with the User to a third party without the User's consent. In the event of a transfer to a third party, the User has the right to terminate the transferred contractual relationship with HF without notice.

11. Term of Contract

- 11.1. The agreement underlying these Terms begins with the User's admission to the Portal pursuant to Section 3 and can be terminated by the User at any time. HF reserves the right to stop the operation of the Portal at any time. However, if HF discontinues the operation of the Portal for reasons that do not entitle HF to terminate the agreement for good cause without notice pursuant to Section 11.4., HF shall reimburse the User on a pro rata basis for the period during which the User is unable to use chargeable service(s) due to the discontinuation of the Portal.

- 11.2. The right to statutory notice of termination is excluded for both parties.
- 11.3. Each party has the right to terminate the agreement (use of the Portal and chargeable service(s)) for good cause without notice. An important reason for HF is in particular:
- a) the violation by the User of the provisions of these Terms, which is not remedied even after setting a deadline
 - b) the tortious act of a User or the attempt to commit such an act, e.g. fraud
 - c) the User's default in payment according to the payment to be made by the User under clause 4 by more than four weeks
 - d) ongoing operational disruptions due to force majeure beyond the control of HF, e.g. natural disasters, fire, breakdown of line networks through no fault of HF.
- 11.4. Any termination must be in writing or in electronic form (by fax, e-mail). Termination by means of a ticket shall not be deemed to be true to form.
- 11.5. Before termination of the Portal use, the User has the possibility to extract his data from the Portal.

12. Modification of these Terms

- 12.1. All terms and conditions arising from other business relationships between the User and HF remain unaffected by these Terms.
- 12.2. HF is entitled to amend these Terms after acceptance by the User, provided that essential provisions of the Terms are not affected thereby and this is necessary to adapt to such developments that were not foreseeable at the time of acceptance by the User and whose non-consideration would not insignificantly affect the balance of the relationship. Material provisions are in particular those relating to the type and scope of the agreed services, term and termination. Furthermore, adjustments or additions may be made insofar as this is necessary to eliminate loopholes that have arisen after acceptance by the User. This may be the case, in particular, if case law changes and one or more clauses of these Terms are affected by this.
- 12.3 HF will notify the User of any changes and amendments to these Terms and/or changes to the scope of services or the functionality of the Portal (hereinafter also referred to as "changes") by e-mail. If the User does not object to such changes within four weeks after receipt of the notification, the changes shall be deemed to have been agreed. If the User objects in due time, the previous Terms shall remain valid.

13. Final provisions

- 13.1. To the exclusion of the UN Convention on Contracts for the International Sale of Goods the law of the Federal Republic of Germany shall apply. The statutory provisions on the restriction of the choice of law and on the applicability of mandatory provisions, in particular of the state in which the User has its habitual residence as a consumer, shall remain unaffected.
- 13.2. The place of performance shall be the registered office of HF.
- 13.3. The place of jurisdiction for all legal disputes is Siegen, Germany. HF is also entitled to file suit at the User's general place of jurisdiction.

- 13.4. Should individual provisions of these Terms be or become invalid and/or contradict legal regulations, this shall not affect the validity of the remaining provisions. The invalid provision shall be replaced by the contracting parties by mutual agreement with a provision that comes as close as possible to the economic purpose of the invalid provision in a legally effective manner. The above provision shall apply accordingly in the event of regulatory gaps.

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