

**Terms of Use  
of the Groz-Beckert KG, Parkweg 2, 72458 Albstadt**

in the following "Groz-Beckert" or "we"

**for the app INH@site and the corresponding customer account via INH@office**

**§ 1 Scope of application**

The following Terms of Use (hereinafter referred to as "GTC") apply to all services that Groz-Beckert makes available to the Customer via the App INH@site, via the browser-based customer portal INH@office and related services (such as access to the Customer account via the Groz-Beckert INH portal (hereinafter referred to as "INH@office"), setting up the customer account, access via the supported standard browsers to our Groz-Beckert INH@office for administration of the customer account, hotline).

For the purchase of the INH SMART trolley from Groz-Beckert the General Terms and Conditions apply.

**§ 2 Registration, conclusion of a user contract for the Groz-Beckert INH@office between Groz-Beckert and the Customer, creation of the user account and activation**

We will send the Customer an offer in text form (by e-mail, fax or letter post) for the purchase of the SMART INH Trolley and the use of the INH@office and the App INH@site together with the General Terms and Conditions and these Terms of Use. On the basis of our offer, the customer places his order in text form. His order contains the agreement to the validity of the General Terms and Conditions and these Terms of Use and must for customers based in the European Union contain the signed contract for data processing. Together with the order, the Customer sends us an e-mail address for administrator access. The contract of use is only concluded when we send the Customer an order confirmation for his complete order and set up his administrator access ("admin access"). After activating the admin access, the Customer can register the mobile devices used in INH@office. Furthermore, the Customer is obliged to set up the admin access with a new password the first time he accesses his Customer account to INH@office.

**§ 3 Description of services**

- (1) Our service includes the sale of SMART INH trolleys and the App INH@site (hereinafter referred to as "App") and the Customer access to the web portal INH@office through the supported standard browsers, in which the Customer's documentation and evaluations are located (hereinafter referred to as "INH@office"), (hereinafter collectively referred to as "Smart INH"). The app can be used to document needle breakage and exchange processes in the INH system.
- (2) The trolley has several compartments to store needles and tools required for the needle dispensing process.
- (3) The Customer can access the INH@office and thus his documentation, which he has entered via the App, by means of a supported standard browser of computers or mobile devices with a screen resolution of at least 1024x768 pixels (hereinafter "Customer System") and view the documentation or manage master data. The system requirements for access can be found at <https://www.inh.groz-beckert.com>.
- (4) The exact service description of the INH system is contained in the service description at <https://www.groz-beckert.com> and is attached to the offer together with these Groz-Beckert Terms of Use.
- (5) In addition, the Customer shall receive support services as regulated in these Terms of Use under § 7.

**§ 4 App, system requirements, cooperation**

- (1) The App as such is available in the app stores of the respective providers and is to be obtained and installed by the Customer himself in the app store.
- (2) The App is only offered for certain systems. The App is currently only supported for Apple iPads, which are listed on the compatibility list at <https://www.groz-beckert.com>. The Customer is obliged to ensure that the tablets on which he has installed the App are always equipped with the latest iOS version or that the hardware (the tablet) is replaced when Apple discontinues support of the device with the current iOS software.

For access to the Customer account on the Groz-Beckert INH@office supported browsers can be downloaded from <https://inh.groz-beckert.com>. The browsers supported upon conclusion of the contract are attached to the offer together with these Terms of Use. Since the Internet browsers are constantly being changed and adapted by their manufacturers, we in turn adapt our services to these changes.

- (3) The Customer has the obligation to use a current operating system and a current browser from the list of supported browsers at <https://www.groz-beckert.com> for the use of the App and for the use of the Groz-Beckert INH@office.

**§ 5 Access to our server system, availability, maintenance window**

- (1) The Smart INH System requires internet access for the use of App INH@site and access to INH@office. The minimum requirements can be found at <https://www.groz-beckert.com>.
- (2) The object of performance is an average technical availability of our server system of 98% during each calendar year (availability).
- (3) Availability does not refer to the functionality of telephone or other communication lines to our server system, power failures or failures of servers that are not under our control. The guarantee of availability also does not extend to times in which third parties carry out DDoS attacks (Distributed Denial of Service), i.e. when third parties flood the server with an enormous number of technical requests in order to exhaust the available network capacity.
- (4) For software updates, hardware updates, capacity limits, to carry out maintenance work or for security reasons, regular maintenance work must be carried out on the servers and the software. You will be informed of this in advance, if possible. Unless the Customer objects to the maintenance window within 48 hours before the announced maintenance window, we assume that the Customer agrees to the maintenance window. We will point this out to the Customer when sending the information about the maintenance window. The period of a maintenance window is not taken into account in the availability calculation according to paragraph 2 of this § 5.

**§ 6 Initial setup by the Customer, further entries in the Groz-Beckert INH@office for the use of documentation and evaluations**

- (1) After conclusion of the user contract and provision of the Customer account, the Customer can manage the needle documentation and master data in INH@office via the admin access. In order to use the system in INH@office the Customer must
  - create further user accesses to the documentation system with account name and password for his employees

- specify the needle types used (if Groz-Beckert needles are involved, these can be taken from the integrated catalogue)
- specify the machine types used (sewing machine master data)
- and the other master data according to the user documentation

If the Customer is based outside the European Union, he is not permitted to set up further user accesses for his employees within the European Union. In this case the Customer contacts us to discuss the further procedure.

- (2) The Customer can create individual orders of his end customers so that the documentation can be carried out end customer- and order-specific. The following information can be added to a customer order:
- production number
  - manufacturing factory
  - and the other master data according to the user documentation.
- (3) The Customer shall be liable for violations by users of his account against the obligations arising from these Terms of Use.

**§ 7 Support services**

- (1) Within the framework of this contract, we shall provide the services listed below, which shall be settled with the payment of the stipulated remuneration:
- repair: remote diagnosis/ remote maintenance
  - hotline service
  - operation and updates of the INH@office portal
  - regional first point of contact for all support requirements
- (2) The details of the provision of services result from the following provisions (cf. in particular the detailed description of the services to be provided by Groz-Beckert in sections 3-5).
- (3) Repairs to the software and remote maintenance
- 3.1 The Customer is obliged to describe occurring errors and problems of the App or INH@office or the sequence of system failures as precisely as possible. The error message must be reported by the Customer by calling the telephone hotline at +49 7431 10-3010 or online at the following address [contact-inh@groz-beckert.com](mailto:contact-inh@groz-beckert.com).
- 3.2 If a description of the error or problem that is comprehensible to us is not provided, we are not obliged to rectify the error; in this case we will immediately inform the Customer of the deficiencies in the error description and, after receipt of the required information, we will begin to solve the problem after receiving the required information.
- 3.3 If the elimination of the error turns out to be more complex than assumed, we are entitled to provide the Customer with a bypass.
- (4) Hotline  
We provide a telephone hotline for the Customer within the service hours on weekdays (Mondays to Fridays without public holidays in Baden-Württemberg) between 8 a.m. and 5 p.m. under the telephone number +49 7431 10-3010.
- (5) Updates
- 5.1 We provide the Customer with all patches, updates, upgrades and server maintenance of the App and the INH@office (hereinafter "program corrections") released by us. This includes the corresponding addition/update of the documentation of the programme. The classification of the respective programme version under the terms "patch", "update", "upgrade", "server maintenance" is at the reasonable discretion of Groz-Beckert.
- 5.2 The delivery of programme corrections is
- for INH@office after completion without further action by the Customer
  - as a download from the Apple App Store for the App.
- 5.3 The Customer is responsible for the timely, proper and prescribed installation of program corrections for the App on the Customer's hardware (iPad).

**§ 8 No liability for acceptance of the documentation as evidence in product liability proceedings against the customer or his end customers**

The Customer must ascertain for himself whether the documentation on the App and the offered INH system is sufficient for him or his end customers, in particular for any legal disputes. We do not assume any liability that the documentation of needle breakage and needle exchange provided via the App and the INH system is considered sufficient by courts in product liability or warranty processes as sufficient documentation and/or proof of compliance with the duties of care to be observed under the respective law.

**§ 9 Remuneration, due date, blocking in case of default of payment**

- (1) The App INH@site is provided free of charge for the supported systems (e.g. iOS-Device).
- (2) The INH SMART Trolley, access and use of the INH Portal and support services will be invoiced to the Customer at the prices stated in the offer. The invoice amount includes the price for the INH Trolley, which becomes the property of the Customer upon payment of the invoice amount. Furthermore, the access, the use of the INH Portal and the use of support services for an initial period of 24 months has been paid for.

The prices for the extension of the services from the 25th month onwards are agreed separately by the parties and are invoiced to the Customer annually.

- (3) All invoices shall be paid within two weeks of receipt at the latest.
- (4) If the Customer is in arrears with payment we shall be entitled to block access to the Customer's account and only unblock it after payment of the overdue amount. Blocking is only possible if we have notified the Customer in writing (e-mail, fax or letter) at least two weeks in advance.

**§ 10 Contract period, term, increase in remuneration, termination, special right of termination, legal consequences of termination**

- (1) The contract of use begins with the sending of the order confirmation from Groz-Beckert to the Customer and has a term of 24 months. Subsequently, the contract shall be tacitly extended for further 24 months in each case, unless it is terminated by one of the parties in text form at least six months before the end of the respective contractual period or the parties have not reached an agreement on the price of the extension period.
- (2) The right to extraordinary termination for good cause shall remain unaffected.
- (3) We shall be entitled to demand an adjustment of the remuneration with effect from the beginning of a calendar year as well as if our sub-suppliers increase their prices or other purchase prices increase. If, following a request for adjustment by us, the parties do not reach an agreement within three months, the contract shall continue to run with the previously agreed remuneration and may be terminated by us with three months' notice in exceptional cases.
- (4) All needle documentation made by the Customer on INH@office within a contract period is available to the Customer in machine-readable format (JSON) in a download area for four weeks after expiry of the contract period. The Customer has no claim to the free transfer of further data or data in another data format from his Customer account. If the Customer requires further data from his Customer account or the data in another data format, he must inform us of this in the notice of termination. We will then be pleased to prepare an offer for the provision of such further data or data in another data format for a fee.
- (5) Upon termination of the contract and surrender of the data in accordance with the provision in § 10 (4), we shall delete the Customer account together with all data from the Customer account. Our right to continue using any data from the Customer account in anonymised form even after termination of the contract in accordance with § 14 para. 4 remains unaffected.

**§ 11 Access data, use by employees, liability for employees**

- (1) The Customer undertakes to protect access to our server systems against authorized use by third parties, Access data

(user ID or password) may not be passed on. The Customer is liable for any unauthorized use of his access data made possible by his conduct and the associated unauthorized use of his access, insofar as he is at fault. As soon as the Customer becomes aware that his access data has become accessible to third parties, he is obliged to change his password. If he is unable to do so, he must inform us immediately.

(2) The access is not transferable.

## § 12 Amendment of the General Terms and Conditions

We reserve the right to change or extend these terms and conditions for the future. The Customer will be clearly notified of any changes or amendments to these GTC by e-mail sent to the Customer's current e-mail address registered with us. If the Customer does not expressly object to such changes or amendments within six weeks of notification, they shall be deemed accepted. In the e-mail containing the amendments to the GTC, the Customer is again expressly informed that an objection to the amendment to the GTC must be received by us no later than six weeks after notification of the amendment.

## § 13 Responsibility for content entered by users, responsibility data protection

The Customer is liable for the contents entered by him or the users created by him in the Customer account and insofar indemnifies us from all claims which other users or other third parties assert against us due to the violation of their rights by contents or information entered by this Customer. The Customer also assumes the reasonable costs of the necessary legal defence of Groz-Beckert in this respect. This does not apply insofar as the Customer is not responsible for the violation of rights. The Customer is responsible for compliance with all applicable data protection laws. In this respect, the Customer shall indemnify us from all claims that other users or other third parties may assert against us for violation of their rights.

## § 14 Further contractual obligations of the Customer, use of data by Groz-Beckert

- (1) During the registration process, the Customer shall provide us with a binding e-mail address and a business address at which he can be contacted at all times.
- (2) The Customer's binding e-mail address and the binding address is exclusively the last one made known to us. The Customer is obliged to notify us immediately of any new e-mail address or business address by way of a change in his company data. If the Customer does not comply with this obligation, he shall bear all disadvantages arising for him from this himself.
- (3) The Customer undertakes not to use any mechanisms, software or other scripts in connection with the use of the websites that could impair, damage or destroy the functionality or accessibility of the INH@office, in particular not to post any contributions that contain viruses or serve to carry out or forward snowball systems, mass e-mails ("spam") or chain letters or to bring the services of the INH@office to a standstill.
- (4) We are entitled to evaluate, process, store and use the data entered by the Customer into the INH@office in an anonymous form, i.e. without reference to the Customer, for our own purposes, in particular to improve the INH system or the needles used by Groz-Beckert. This right shall continue to apply even after termination of the contract.

## § 15 Liability, limitations of liability

- (1) The Customer is advised that the use of the App INH@site technically creates an access possibility that can be exploited by third parties and can lead to damages, for example in the case of theft of the iPads on which the App is installed. It is the sole responsibility of the Customer to take any security measures.
- (2) Any strict liability for initial defects is excluded. § 536a BGB is excluded.
- (3) We secure the data and content entered by the user against loss in accordance with the current state of the art (in particular through backups). Even with the best possible backup of the data, irrevocable loss due to technical problems cannot be excluded. We shall therefore only be liable for loss of data or content published by the user if we or our representatives or vicarious agents have acted willfully or negligently.
- (4) We are only liable for damages:

- for damages resulting from injury to life, body or health caused by intentional or negligent breach of duty by us, a legal representative, executive employee or vicarious agent of ours
- for other damages resulting from a deliberate or grossly negligent breach of duty by us or one of our legal representatives, executives or vicarious agents
- for damage caused by the intentional or negligent breach of a material contractual obligation (cardinal obligation) by us or one of our legal representatives, executives or vicarious agents; material contractual obligations (cardinal obligations) are obligations whose fulfillment is essential for the proper execution of the contract and on whose compliance the Customer regularly relies
- for damages that fall within the scope of protection of a guarantee (assurance) issued by us

Unless otherwise agreed in these General Terms and Conditions, all claims of the Customer for compensation of damages of any kind are excluded. This does not apply to claims for damages from legally binding liability, for example from the Product Liability Act.

In the case of a simple negligent breach of a material contractual obligation, liability is limited to the amount of the typically expected damage. This does not include damages resulting from injury to life, body or health.

- (5) The Customer is obliged to provide the necessary technical prerequisites for using the services of Groz-Beckert, in particular the necessary hardware and software (e.g. Internet browser, iPad) as well as access and transmission services, at his own expense. We assume no warranty for the compatibility of the services with this individual hardware and software equipment of the Customer.

## § 16 Applicable law, place of jurisdiction, severability clause

- (1) The contract of use, including these General Terms and Conditions, is subject to the substantive law of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
- (2) All disputes between the Customer and us arising out of or in connection with the concluded contract or the GTC shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with these Rules. The place of arbitration at which the arbitration proceedings shall be conducted shall be Stuttgart. The language of the arbitration proceedings shall be English, unless otherwise agreed. The procedural law of the Federal Republic of Germany for civil proceedings shall apply in addition to the aforementioned Rules of Arbitration, unless the Rules of Arbitration provide for specific procedural issues.
- (3) If one or more provisions of these General Terms and Conditions of Business are or become invalid in whole or in part, if these General Terms and Conditions of Business contain a loophole or if a deadline set violates the legally permissible extent, this shall not affect the validity of these General Terms and Conditions of Business in other respects.
- (4) The respective German version of the Terms of Use shall take precedence over the respective English version.