

## Conditions of Use for the KRONE Training Portal

### 1. Field of application

Maschinenfabrik Bernard Krone GmbH & Co. KG, Spelle (in the following: "**KRONE**") make available to you via our website an electronic portal with training content (in the following: the "**Training Portal**") which our sales partners and any interested parties and participants in our training events enlisted by our sales partners (e.g. sales partners' end customers and employees; in the following: in summary, the "**Participants**") can use for information purposes and in connection with booking, managing, and execution of training events and the appurtenant services (in the following, all persons using such services will be referred to as "**User(s)**" or "**you**"/"**your**"). As far as certain regulations are specified in the following as relating to certain Users (e.g. "for sales partners"), they shall apply to those Users only. Definitions, however, are always applicable (e.g. in the form "(in the following: "**E-training events**)").

### 2. Services

- 2.1. **For sales partners:** The Training Portal allows you to generate and manage user accounts for end customers and for your own employees (in the following: "**Participants' accounts**"). In addition to providing information on the training events offered by KRONE, the Portal allows you to order classroom and online training events (in the following: "**E-Training events**") and appurtenant services (such as hotel reservations) in the form of electronically transmitted bookings (for such orders, in the following: "**Training services**").
- 2.2. **For Participants:** Via the Participants' accounts, KRONE offers the possibility of receiving information on the classroom and online training events offered by KRONE and to view the bookings your sales partner made for you, plus the appurtenant services (such as hotel reservations). If you would like to participate in a respective training event from our product range, you can inform your sales partner via an electronic message of your requirement. For information on the rates, please contact the sales partner responsible for you.
- 2.3. There will be no charges for your use of the Training Portal, except for services marked as 'against fee'.
- 2.4. To be able to react flexibly to new challenges and strategies, we reserve the right to change the Training Portal and all information and functions provided in the frame of the Training Portal at any time; this includes even fundamental changes. As a consequence, the Training Portal may be temporarily unavailable in whole or in part. Training events ordered subject to a fee will be available as agreed.

### 3. Users' general obligations

- 3.1. Some of the offered information is available without login. As far as a login is a precondition for using the Training Portal, you are allowed to use it only after registering giving truthful data, followed by successful login pursuant to clause 4.1 (for sales partners) or 5.1 (for Participants).
- 3.2. Use of our Training Portal is allowed only in compliance with all applicable statutory regulations. In particular, you shall not use the Training Portal to cause harm to us or to other companies of the KRONE group (affiliated companies pursuant to §§ 15 ff. AktG [German Companies Act]).
- 3.3. You shall use our Training Portal exclusively via end devices equipped with state-of-the-art protection against malware and other attacks from the Internet.
- 3.4. You agree that you will keep the user data (user name and password) confidential and allow it to be used only by the natural person in whose name the respective registration has been made. You shall take responsibility for all actions in connection with the utilization of the Training Portal undertaken under the respective user data. You agree to inform KRONE immediately in writing of any misuse in connection with the Training Portal or user data that you may have become aware of.
- 3.5. To protect KRONE and the other users of the Training Portal, KRONE has the right to block or even delete your access authorisation at any time (for example if misuse, attempted hacking etc. has been detected). Any claims for execution of training events booked against a fee shall remain unaffected (if necessary, we will organise to carry the training out separately).

### 4. Registration and utilisation options for sales partners

- 4.1. To be able to use the Training Portal, you need to create a user account. You must specify a natural person whose name will be registered and who will be authorized to use the Training Portal pursuant to clause 3.4 (in the following: "**Contact person for bookings**").
- 4.2. Training services can be booked in German language. You can call up and print your bookings at any time. After you have placed an order, the Training Portal will send you an email listing the booking you just made. If a Participant makes an enquiry, the Training Portal will send you an email informing you about the enquiry. You can forward this email to the Participant, save it, and retrieve it later. Furthermore, you and the respective Participant can access the Training Portal to see the current status of a booking at any time. For correcting current bookings, use the buttons and steps shown in the menu. You can call up the agreement concluded at any time. Furthermore, you can see the training history of individual Participants provided KRONE has made it available to you. The restrictions for the availability of and changes to the Training Portal pursuant to clause 2.4 apply analogously to the options for saving of and subsequent access to data from Participants' accounts.

- 4.3. Booking confirmations or cancellations as well as invoices and other information to Participants will be sent to you as the responsible sales partner to the email or street address specified in your registration. After taking note of the contents, please forward the emails to the Participants, if applicable. The above regulation does not apply to the invitation letters for a drivers' training event (which will be sent by mail to the specified end customers' addresses) and to the bookings for E-training events made by you as responsible sales partner (for these, each participant will be sent an email to their specified email address with a direct link to the training event). Via the Training Portal, you can see the status of these bookings at any time.

## **5. Registration and utilisation options for Participants**

- 5.1. To be able to use the Training Portal, you must ask your KRONE sales partner to generate a user account for you (if you are an employee of a sales partner, ask your employer's Contact person for bookings). You are obliged to give truthful information when setting up the user account. Should an error occur when your user data was recorded, immediately inform the responsible sales partner. After initial setup of your user account, you can edit your personal data yourself.
- 5.2. If you would like to participate in a training event, you can address an enquiry to your responsible sales partner who will book the training event of your choice with us. After completion of a binding booking by your responsible sales partner, the Training Portal will indicate the type and name as well as status of the training event and services which have been booked for you.
- 5.3. The responsible KRONE sales partner will send you the booking confirmations or cancellations as well as invoices and other information to the email or postal address specified in your Training Portal account, or will give them to you personally. The above regulation does not apply to the invitation letters for a drivers' training event (which will be sent by mail to the specified end customers' addresses) and to the bookings for E-training events made by the responsible sales partner (for these, each participant will be sent an email to the specified email address with a direct link to the training event).

## **6. Rights of using the Training Portal and its contents**

You may only use the Training Portal and the information, texts, pictures etc. made available via the Training Portal to read up about our training events and the appurtenant services (no transfer of rights, license valid between the parties only). The utilisation must always be lawful and in particular without violation of the regulations against unfair competition. If you wish to use the Training Portal or the contents made available by it for any purposes beyond this, please contact us to procure the necessary consent in writing by KRONE.

## **7. Liability restriction**

KRONE is liable without any restrictions for intent, gross negligence, damage to life, body or health, and for claims in connection with the Product Liability Act. Any other liability by KRONE and potential claims for damages are excluded. KRONE shall not

give any warranties. The liability restrictions also apply for KRONE employees, legal representative and vicarious agents. In respect of the utilisation of training events against a fee, KRONE is liable also in case of slight negligence for typically foreseeable damage up to a maximum amount of 200% of the fee agreed upon for the respective event.

## **8. Other regulations**

- 8.1. These Conditions of Use and the relation between you and KRONE shall be subject to German substantive law only.
- 8.2. We shall accept neither any different general terms and conditions nor any restrictions of our Conditions of Use. If you do not agree with our Conditions of Use, please refrain from using the Training Portal, or contact us for a discussion.
- 8.3. If the user is a merchant, the parties agree that jurisdiction for any legal disputes in connection with the utilisation of the Training Portal shall be exclusively with the Courts having jurisdiction for Spelle.
- 8.4. Should one or several provisions of these Conditions of Use be or become invalid, the validity of the remaining provisions shall remain unaffected.
- 8.5. We reserve the right to cancel the provision of the agreements relating to the Training Portal at any time. Training events you have ordered against a fee will be available as agreed. Analogously, we have the right to change or cancel these Conditions of Use at any time with future effect.

## **9. Privacy – Privacy statement**

- 9.1. The privacy of your personal data is of high priority for us. Accordingly, we proceed in keeping with the statutory regulations for all data processing activities.
- 9.2. Before using our Training Portal and in particular before participating in training events, users are asked to declare their consent. For information on the content of the consent and for explanation on the main questions on data protection, please read our Information on Data Protection.