

General Terms of Use EWS Customer Portal my.EWS

We, EWS Weigele GmbH & Co. KG, operate the EWS customer portal my.EWS. The EWS customer portal has been developed together with our subsidiary, Tool-Arena GmbH. The purpose of the customer portal is to enable you, as a customer of the EWS Group, to efficiently communicate and manage the tool systems you use with EWS.

The use of the EWS customer portal is based on these general terms of use. These terms of use are agreed upon with your registration for the customer portal and regulate the contractual relationship when using the customer portal. Please read them carefully.

We reserve the right to update these End User Terms and Conditions. The updated version of these General Terms and Conditions of Use will be sent to you unsolicited for your information in the event of an update.

§ 1: Subject of use

1. EWS Weigele GmbH & Co. KG (hereinafter referred to as "Customer Portal Operator") enables customers or representatives of a customer of the EWS Group (hereinafter referred to as "User") to use the customer portal of the EWS Group (hereinafter referred to as "Customer Portal") as an online platform in accordance with the following terms and conditions.
2. The subject of these Terms and Conditions is the provision of the use of the EWS Customer Portal by the Customer Portal Operator under the internet domain <https://ews-tools.com>. Via the Customer Portal the User can retrieve further information on purchased products, purchase products and manage tool systems. The Customer Portal allows the User to communicate efficiently with the Customer Portal Operator, including the possibility to book services and/or purchase goods and spare parts. The Customer Portal manages the necessary customer data, which may also include personal data in addition to tool data.
3. The details of the scope of services of the customer portal can be found in § 4.

§ 2: Registration

1. The use of the customer portal at <https://www.ews-tools.de> is only possible for the user after prior registration.
2. The data entered during registration must be correct. In the event that the data changes, the user is obligated to correct the information immediately. If the user provides incorrect information or fails to correct it, the customer portal operator may exclude the user from using the customer portal.
3. By sending the registration the user makes an offer to the customer portal operator for the conclusion of the user contract regarding the services defined in § 4. With the confirmation of the registration by the customer portal operator this offer is accepted.
4. The user must keep his access data secret and ensure that employees who are provided with the access data for the proper use of the customer portal are obligated accordingly. Services of the customer portal may only be made available to third parties with the prior express consent of the customer portal operator.

§ 3: Operation of the customer portal

1. The customer portal operator operates the customer portal within the scope of its technical possibilities. There is no claim to error-free and uninterrupted use of the customer portal or a certain availability. The customer portal operator will make every effort to restore usability as quickly as possible in the event of a system failure.
2. If users already have a business relationship with the customer portal operator prior to registration, the data transmitted in the process will also be used for the operation of the customer portal.
3. The processing of personal data in connection with the operation of the customer portal is carried out in accordance with the information provided in the data protection declaration of the customer portal operator, available at the domain of the customer portal operator <https://www.ews-tools.de>.

§ 4: Scope of services

1. The following data is processed when using the customer portal:
 - Personal master data (e.g., name of customer, name of customer's contact person).
 - Communication data (e.g. telephone, e-mail of the customer's contact person)
 - Contract master data
 - Billing and payment data
 - Tool, customer and service history
 - Planning data (e.g. for service calls)
 - Tool-related data (e.g. serial number, tool type)

1. Personal and tool data can be processed by the user in the registration portal itself as follows:

- Change master data
- Viewing service reports and orders
- Viewing orders that were initiated via the portal
- Initiation of a quotation and order placement process
- Viewing service cases and their processing status
- Viewing of operating manuals and measurement protocols of the tool systems
- Use of the EWS Group online store for purchasing products, spare parts and related services

1. The portal enables the use of the online store of EWS Weigele GmbH & Co KG for the purchase of products, spare parts and related services. The relevant details are regulated in § 7 below.
2. The Customer Portal Operator shall continuously endeavor to expand the scope of services of the Customer Portal and shall inform the Users separately about any changes.

§ 5: Rights of use

1. The customer portal operator grants the user a non-exclusive and non-transferable right of use with regard to the service in accordance with § 4 for the duration of the contractual relationship.
2. The user does not receive any copyright rights of use to the software used by and within the scope of the services. Any instruction or training with regard to the use of the software upon separate, written agreement.

§ 6: Duties to cooperate

The user must ensure that the following requirements are met:

1. An active Internet connection with access to the following websites is required:
<https://ews-tools.com/>
2. An up-to-date web browser is required. The possibility of use may be restricted with individual browsers (e.g. with outdated or insecure browsers).
3. The transmission of documents, images and other media, for example in the form of document attachments for inquiries or when uploading orders, is the responsibility of the user. The customer portal operator excludes any liability in this regard, in particular for the loss of any data. The user must ensure that he has the necessary rights to allow the customer portal operator to use the data for the respective service provision. The data will

be used exclusively for the fulfillment of contractual obligations arising from and / or in connection with these general terms of use, including the contracts concluded via the portal, such as the implementation of service assignments or order processing.

4. The User shall indemnify the Customer Portal Operator against any damages incurred by the Customer Portal Operator due to a breach of the obligation under para. 3. The User shall support the Customer Portal Operator in any judicial and extrajudicial settlement of such disputes with third parties.

§ 7: Individual contracts

1. For individual contracts between users, the deliveries of products, spare parts and provision of services, the terms and conditions agreed between the user and the customer portal operator shall apply exclusively, including the general terms and conditions and general terms and conditions of the customer portal operator, available at <https://www.ews-tools.de/de/unternehmen#agb>.
2. For the conclusion of a contract the user will click on the button "order with costs" or a comparable button. The placing of an order does not yet lead to an effective conclusion of a contract, but only represents a binding offer of the user for the conclusion of such a contract with the customer portal operator. A conclusion of a contract comes about through a declaration of acceptance of the customer portal operator, e.g. through an e-mail, sending of the product, sending of an order confirmation.
3. The conclusion of the contract is not affected by the fulfillment of the legal obligations and information about the receipt of the user's order electronically. The customer portal operator will fulfill this information obligation towards the user by sending a confirmation e-mail.

§ 8: Data protection

1. The Customer Portal Operator undertakes to comply with the applicable data protection regulations.
2. Details in connection with the processing of personal data can be found in the data protection declaration of the customer portal operator, available at <https://www.ews-tools.de/de/datenschutz>.

§ 9: Term / Termination

1. This End User Agreement shall enter into force upon confirmation of registration pursuant to § 2 para. 3 and shall be concluded for an indefinite period of time.

2. The Customer Portal Operator and the User may terminate this End User Agreement at any time with immediate effect.
3. The termination may be made in writing and shall be sent to the address stated in the imprint of the website <https://ews-tools.com>.

§ 10: Liability

1. The liability of the customer portal operator is limited to intent, malice and gross negligence and in the case of personal injury unlimited.
2. The customer portal operator is liable for damages in the case of a slightly negligent breach of an essential contractual obligation (cardinal obligation) limited to the amount of the contract-typical, foreseeable damage. Cardinal obligations within the meaning of this provision include, in addition to the contractual main performance obligations, obligations whose fulfillment makes the proper execution of this use contract possible in the first place and on whose compliance the user may regularly rely.
3. Otherwise, any liability of the customer portal operator is excluded.

§ 11: Final provisions

1. This End User Agreement shall be governed by the laws of the Federal Republic of Germany, excluding the UN Convention on Contracts for the International Sale of Goods.
2. The exclusive place of jurisdiction for all disputes arising from or in connection with this End User Agreement shall be Ulm.

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