

Terms of Use of the HET Online Shop

1. Scope of application / General

- (1) Heraeus Deutschland GmbH & Co. KG, Heraeusstrasse 12 - 14, 63450 Hanau, Germany (hereinafter referred to as the "Operator") operates an online shop (hereinafter referred to as the "HET Online-Shop") for the EMEA region at <https://shop.heraeus-electronics.com/store/het-emea/en/EUR/login> on which registered customers are offered the opportunity via activated user accounts to place binding orders for goods and services (hereinafter referred to as "Services") presented on the HET Online-Shop.
- (2) The Services are provided by various Heraeus companies. "Heraeus Companies" means all companies in which Heraeus Holding GmbH directly or indirectly holds the majority of the shares. In the HET Online-Shop the customer is informed which Heraeus company provides the respective service (the respective Heraeus company hereinafter referred to as "Supplier").
- (3) The present Terms of Use regulate the conditions for the opening of a user account as well as the conditions for the use of the HET Online-Shop by the customer. The provision and processing of the services by the Supplier are subject to its General Terms and Conditions of Sale and Delivery, which the customer accepts by his binding order for the respective service.
- (4) The HET online shop is exclusively available to registered customers of Heraeus who purchase the services for their entrepreneurial activity.
- (5) By accessing or using the HET Online-Shop or by utilizing the services accessed through the HET Online-Shop, customer, and user each agrees to be legally bound by the following: these Terms of Use, the Privacy Policy, and the applicable General Terms and Conditions of Sale and Delivery.
- (6) **IF YOU DO NOT ACCEPT AND AGREE TO BE BOUND BY THESE TERMS, YOU ARE NOT PERMITTED TO ACCESS OR USE HET ONLINE-SHOP, THE SERVICES, OR ANY INFORMATION OR CONTENT CONTAINED ON THE HET ONLINE-SHOP.**

2. Opening of a user account

- (1) The use of the HET Online-Shop by the customer requires the opening of a user account.
- (2) The customer must create a separate application for each user. Customer must immediately notify Operator and Supplier of any changes to a user's authorization by e-mail to e-shop.HET-EMEA@heraeus.com.
- (3) The customer is obliged to provide correct and complete information about his company as well as about the user authorized to access and his authorization to conclude contracts when registering.
- (4) The Application for Registration will be considered for acceptance by the Operator within five working days after receipt of the completed and signed application by the customer and the user. Upon the acceptance by the Operator, the Application for

Registration about the use of the HET Online-Shop is concluded. Neither Customer nor any user is entitled to acceptance and Operator may accept or reject an application in its sole and absolute discretion. If no acceptance takes place within the above-mentioned period, the Application for Registration is considered as rejected.

- (5) Upon acceptance of the Application for Registration, the customer receives access data for the user named in such application (hereinafter “the User”). The access data are only valid for the User’s initial registration and must be changed immediately. The customer must ensure that passwords or other access identifiers are carefully assigned by the User, not passed on, securely stored, and kept secret in order to avoid misuse. Passwords must at least comply with the requirements stated in the registration application. The User must log out via the logout function after each use of the HET Online-Shop. The customer must inform the Operator immediately if it suspects that an abuse of its access data exists. Customer is liable for any misuse of the HET Online-Shop, including but not limited to Client’s or any of its User’s failure to adhere to the instructions contained herein or elsewhere in the HET Online-Shop.
- (6) The access to the HET Online-Shop granted to the User is personal, i.e., the User may not pass on his access data to a third party. As soon as the customer or User has reason to believe that an unauthorized person has gained knowledge of a password, the password must be changed immediately. If a third party uses the HET Online-Shop with an access authorization of a User of the customer, the customer is bound by such orders placed by the third party and other declarations of the third party. The customer must accept responsibility for any misconduct on the part of its Users as if it were its own.

This attribution does not apply to the extent that the customer can prove that the declaration does not originate from him and that he is not responsible for the misuse of the access authorization.

3. Conclusion of contracts for Services

- (1) The presentation of the services on the HET Online-Shop does not represent a legally binding offer of the Supplier or the Operator. The HET Online-Shop only invites to submit binding orders to the Supplier.
- (2) The orders for services of the Supplier entered by the customer on the HET Online-Shop are binding. The customer can correct his entries at any time before sending a binding order.
- (3) The Supplier will inform the customer by e-mail about the receipt of his order. This notification does not constitute acceptance of the order. Only upon receipt of this notification can the customer assume that his order has been received by the Supplier.
- (4) The order confirmation will be sent by the Supplier by e-mail within two working days after receipt of the order by the Supplier. There is no entitlement to acceptance of the order.
- (5) Contracts for the services are concluded between the customer and the Supplier. If the Operator is not the Supplier, the Operator is not obligated from these contracts.

4. Access to the HET online shop, availability

- (1) The Operator provides the customer with the access to the HET Online-Shop free of charge.
- (2) The Operator strives within the technical capacities for an uninterrupted availability of the HET Online-Shop. However, especially maintenance, security or capacity concerns can lead to short-term disturbances or to temporary discontinuations of the HET Online-Shop. In this respect the Operator does not guarantee a certain availability of the HET Online-Shop.
- (3) The HET Online-Shop is protected by copyright. The customer may use the HET Online-Shop through the User Account until the User Account is blocked or deactivated and has during this use the non-exclusive, non-transferable, revocable right to load the user interface of the HET Online-Shop for display on the screen into the main memory of the end devices used for this purpose according to these Terms of Use and to make the resulting reproductions of the user interface, subject to the limitations set forth in these Terms of Use. Further duplications, the change, the processing as well as the public reproduction or the passing on to third parties are not permitted. Customer agrees that all right, title and interest to the HET Online-Shop and its contents, including but not limited to the HET Online-Shop's background intellectual property, Operator's or Heraeus' graphics, logos, marks, and other identifiers, and any software and related documentation delivered through the HET Online-Shop ("**Software**"), are the property of Operator or other third parties. If customer or User uses the HET Online-Shop, the scope of the license stated herein will cover such use.
- (4) The HET Online-Shop may contain links to websites owned and operated by parties other than Operator or any Heraeus Company. Neither Operator nor any Heraeus Company controls such websites and are not responsible or liable for their content or accuracy. Neither Operator nor any Heraeus Company endorses such websites, and accepts no liability for any information, products, advertisements, content, services, or software accessible through these third-party websites, for business and privacy practices of such third parties, or for any action customer or User may take as a result of linking to any such website.
- (5) Operator may review and, in some cases, remove content provided by customers, Users or third-party content providers on the HET Online-Shop. Operator does not undertake any obligation or liability with respect to any removed content. Any statements or other information made on the HET Online-Shop by customers, Users or third parties is not that of Operator or any other Heraeus Company.

5. Obligations of the customer

- (1) The customer is solely responsible to create the technical conditions which are necessary for the use of the HET Online-Shop, especially regarding the use of an up-to-date version of a common internet browser. Upon request, the Operator will inform the customer about the current system requirements for the HET Online-Shop. The customer shall ensure the establishment and maintenance of the technical and content-related first level support for its Users.

- (2) When using the HET Online-Shop, the customer ensures the compliance with the applicable law. If the customer recognizes that one of his Users use the HET Online-Shop illegally or misuse it, he must inform the operator immediately.
- (3) Customer covenants that the content or documents uploaded by or on behalf of the customer shall not contain viruses or other malware as well as no scripts or other elements which automatically call up internet pages outside of the HET Online-Shop or send contents to them. Furthermore, the use of scripts which overwrite scripts of the HET Online-Shop as well as obfuscation attempts regarding the source code including the use of the Unescaped function in JavaScript are prohibited. Customer further covenants, represent and warrant that such content or documents does not infringe the intellectual property rights of any third party. Customer also grant Operator a non-exclusive, worldwide, perpetual, irrevocable, royalty-free, transferable, and sublicensable license to exercise any and all intellectual property rights customer has in the content and documents, in any media known now or in the future; subject, however, to laws on safeguarding personal and financial information.
- (4) The Operator saves the data deposited by the customer on the HET Online-Shop or generated via the HET Online-Shop regularly on an external backup server. Irrespective of this, the customer is solely responsible for the proper and regular backup of his data. In case of damages from the loss of data neither the Operator nor the Supplier are liable if the customer could have avoided the loss of data by a regular and complete data backup.
- (5) The customer grants the Operator as well as the Supplier the right to copy, to change, to reproduce publicly or to pass on to third parties the data deposited by him on the HET Online-Shop or generated via the HET Online-Shop, as far as this is necessary for the execution of the contract about the use of the HET Online-Shop and the contracts about the services.
- (6) The HET Online-Shop does not contain any advice on tax laws, especially not on income tax laws, corporate tax laws and value added tax laws or recommendations for entering into investment transactions. Before concluding a contract on the services, the Customer has sufficiently informed himself about relevant specialist topics, such as tax legislation, and, if necessary, coordinated with advisors in the relevant specialist field.
- (7) The customer is responsible for compliance with the statutory and other retention obligations applicable to commercial documents as well as for proper archiving of documents. For this purpose, the customer has the right to store the documents posted and transmitted to him on his own data carriers.
- (8) The Operator reserves the right to block a User account temporarily or permanently if the customer or User violates an obligation from the Application for Registration about the use of the HET Online-Shop or the Terms of Use. The blocking shall be affected after due consideration of the interests of the customer and the interests of other parties concerned to counteract any threatening impairment or damage. The Operator may also terminate any user account without notice and without giving reasons. The right of extraordinary termination for cause according to section 8 remains unaffected.
- (9) Access to the HET Online-Shop is automatically blocked if incorrect access data has been entered three times or if misuse is suspected. In the latter case, the User will be informed about the account blocking by e-mail on the same working day. To have the

account blocked, the User must contact the operator by e-mail at e-shop.HET-EMEA@heraeus.com.

- (10) When customer or User uses the HET Online-Shop, or sends e-mails, text messages, or other communications from customer's or User's desktop or mobile device to Operator, customer and User are communicating with Operator electronically. Customer and User consents to receive communications (including but not limited to disclosures, agreements, and notices) from Operator electronically via the contact information customer and User submit to Operator and agree that all such communications satisfy any applicable legal requirement that such communications be in writing.

6. Liability

- (1) The liability of the Supplier within the framework of the contracts concluded for the services remains unaffected by the provisions of this section 6; in this respect, the respective Terms and Conditions of Sale or General Terms and Conditions of Sale and Delivery apply.
- (2) **Warranty Disclaimer.** Operator prepared the content and other information contained on the HET Online-Shop as a convenience free of charge. It is not intended to constitute advice or recommendations upon which the customer and/or User may rely on.

ALL CONTENT ON THE HET ONLINE-SHOP IS PROVIDED ON AN "AS IS" OR "AS AVAILABLE" BASIS. OPERATOR MAKES NO WARRANTY THAT THE HET ONLINE-SHOP, THE SOFTWARE, OR THEIR CONTENTS ARE ACCURATE, TIMELY, UNINTERRUPTED, VIRUS-FREE OR ERROR-FREE.

- (3) Customer's and each User's exclusive remedy for any dispute with Operator arising from this HET Online-Shop is for customer and User to discontinue use of the HET Online-Shop. Operator will not be liable to customer or any User (or to any third party claiming under or through customer or User) for any loss, injury, claim, or indirect, special, incidental, consequential, punitive, or exemplary damages (even if Operator knew or should have known of the possibility of such damages) arising from: customer's or User's use of, or inability to use, the HET Online-Shop; or any actions or omissions of a third party acting through customer or User or for customer's or User's account, whether or not authorized by customer or User. Operator will not be liable to customer or User for any claims for lost profits, lost data, loss of goodwill, work stoppage, computer failure or malfunction, other commercial damages or losses, or on account of the negligence, malfeasance, or breach of fiduciary duty of or by customer's or User's advisers.
- (4) For claims based on damages caused by the Operator, its legal representatives or vicarious agents, the Operator is always liable without limitation in the case of injury to life, body or health, in the case of intentional or grossly negligent breach of duty, in the case of guarantee promises, insofar as expressly agreed, and insofar as the scope of application of the Product Liability Act is opened.
- (5) Notwithstanding any provision herein or elsewhere, Operator shall not be responsible or liable for the performance, obligations, warranties, actions or inactions of any other Heraeus Company in connection with the HET Online-Shop or any transaction entered therein, including, without limitation, any other Heraeus Company's breach of any

warranty or the failure to timely deliver Services. Furthermore, no Heraeus Company shall be responsible or liable for any of the performance, obligations, warranties, actions, or inactions of another Heraeus Company or for the performance, obligations, warranties, actions, or inactions of Operator hereunder, including, without limitation, Operator's or another Heraeus Company's breach of any warranty or the failure to timely deliver Services. The performance, obligations, warranties, actions, or inactions of Operator and each Heraeus Company is several and not joint.

7. Indemnification

The customer must defend, indemnify and hold harmless the Operator, his employees, contractors, officers, directors, agents, affiliated companies, suppliers, successors, and assigns from all liabilities, claims, demands and expenses, including attorneys' fees, made by any third party that arise from customer's or, on customer's behalf, User's use of the HET Online-Shop: (i) contrary to applicable law; or (ii) in a manner not consistent with these Terms of Use or any other agreement with Operator or any Heraeus Company; or (iii) in violation of the rights of any third party. The foregoing indemnification obligation does not apply to liabilities, claims, demands and expenses arising from Operator's own gross negligence or intentional misconduct.

8. Duration of contract and termination, surrender of data

- (1) The Application for Registration about the use of the HET Online-Shop is concluded for an indefinite period. The Application for Registration refers only to the user relationship for the User named in the registration application. Either party can terminate the Application for Registration at any time without good reason. The right to terminate without notice for cause remains unaffected. Heraeus is entitled to terminate all HET Online-Shop Applications for Registration with the customer if it is suspected that the customer or one of his Users is misusing the HET Online-Shop or if the customer is in default of payment under any contract or is threatened with customer's insolvency or over indebtedness.
- (2) A reason for an extraordinary termination without notice by the operator is in particular if the customer does not comply with an obligation according to section 5 of these terms of use despite a warning and after the expiry of the deadline (repeatedly) or seriously and finally refuses to fulfil these obligations.
- (3) After termination of the contract on the use of the HET Online-Shop the customer can no longer access the data stored on the HET Online-Shop. The Operator will release all data deposited by the customer on the HET Online-Shop or created via it, which are still in his possession, to the customer by electronic transmission via a data network and delete them from his system, unless the operator is entitled or obliged to keep them. Automatically created backup copies of the client's data will be deleted from the operator's system in accordance with the applicable guidelines.

9. Code of Conduct

The Operator has submitted to a code of conduct, which can be found in a separate document.

10. Applicable law, place of jurisdiction

- (1) These Terms of Use are governed by and construed in accordance with the laws of Germany without reference to its choice of law doctrine. The United Nations Convention on Contracts for the International Sale of Goods (CISG) shall not apply.
- (2) The place of jurisdiction for all disputes arising from the contract about the use of the HET online shop between the Operator and the customer is the business location of the operator.

11. Final provisions

- (1) These terms of use are available in English.
- (2) **The Operator may modify this Terms of Use from time to time. If customer continues to use the HET Online-Shop after any modified version(s) of these Terms of Use has been published on the HET Online-Shop, it indicates that customer accept and agree to the modified terms.**

Please visit the relevant page of the HET Online-Shop at regular intervals to check if any modifications of this Terms of Use have been published.

If customer does not agree with any modified versions of these Terms of Use, customer may cancel its registration effective immediately and stop concluding further legal transactions on the HET Online-Shop. Cancellation of registration will mean that customer can no longer use the HET Online-Shop for any future transactions. The cancellation of customer's registration will not affect the validity of the legal transactions which were executed on the HET Online-Shop prior Operator's receipt of customer's cancellation. Any User may deactivate its access at any time.

- (3) The Operator shall store the Terms of Use, the Privacy Policy, as well as the applicable Terms and Conditions of Sale of the Supplier.
- (4) If individual provisions of these Terms of Use are or become invalid, this does not affect the validity of the remaining provisions. If either party cannot enforce a portion of these Terms of Use as written, then that portion will be replaced with terms that most closely match the intent of the portion that cannot be enforced to the extent permitted by law. The section headings are for convenience and do not have any legal force or effect.
- (5) No waiver of any provisions of these Terms of Use or a breach will be valid or enforceable unless in writing. The failure of either party to exercise in any respect any right provided for in these Terms of Use will not be deemed a waiver of any other rights under these Terms of Use. These Terms of Use will survive the termination or deactivation of your access to the HET Online-Shop.