

Conditions of use

# Conditions of Use “EMT-Sales App”

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1 March 2020

Hereinafter called "Conditions of Use" and "App"

The subject of these Conditions of Use is the App made available by Liebherr Emtec GmbH (hereinafter referred to as "Liebherr" or "we") which provides authorised users (hereinafter referred to as "you" or "User") with digital access to marketing and sales documents and sales related notices issued by the Liebherr Earthmoving Equipment division, and enables such users to retrieve the contents on mobile terminals.

## **1. Area of application**

The following Conditions of Use apply to the use of the App by an authorised user. The provider of the App is Liebherr-EMtec GmbH, Liebherrstrasse 12, 88457 Kirchdorf an der Iller, represented by its Managing Directors Rainer Abheiden, Wolfgang Remlinger, Eugen Schobesberger and Joachim Strobel.

## **2. The App offer**

The App provides you with the possibility of studying and applying information about specific products and notices related to sales of the Liebherr Earthmoving Equipment division. The contents relevant to sales are presented for each product line of the Liebherr Earthmoving Equipment and subsequently for each product model. They include names and pictures of the products, links, data sheets and other contents. In no way does Liebherr undertake to guarantee the completeness and accuracy of the contents presented in the App.

## **3. Prerequisites of use**

Prior to using the App you must log in via an existing Liebherr account with Liebherr-IT Services GmbH (<https://www.my-liebherr.com>). When you use the App for the first time a connection will be created to the Liebherr account and the authorisation of the requesting holder of the Liebherr account will be checked. If the authorisation is confirmed, the holder of the Liebherr account will be enabled as user of the App. The User Agreement shall incept when the account holder is enabled and will apply for an unlimited period of time. Liebherr has the right to refuse to enable a user without giving any grounds.

## **4. Termination of the User Agreement**

Both you and Liebherr may terminate this User Agreement at any time by proper cancellation without giving notice. Should the agreement be cancelled, the authorisation to use the App will be disabled. Moreover, each party has the right to extraordinary cancellation for good reason. Cancellation must be made in writing at the very least by email. Cancellation shall be sent to [mobile.emt@liebherr.com](mailto:mobile.emt@liebherr.com).

## **5. Liability**

5.1. All claims by the user for compensation shall be excluded unless foreseen otherwise in the data protection conditions and Conditions of Use. The limitation of liability shall also apply in favour of Liebherr's legal representatives and vicarious agents should the user raise claims against them.

5.2. Claims for compensation shall be excepted from the limitation of liability if they arise from an intentional or grossly negligent infringement of duty by Liebherr, a legal representative or vicarious agent. The slightest negligence in an infringement of substantial contractual duties shall similarly effect exclusion from this limitation of liability.

5.3. Strict liability that is prescribed by law, in particular liability under product liability law, or liability for negligent injury to life, limb or health of a user, shall not be affected by the above stated limitation of liability.

## 6. Availability

There exists no right to uninterrupted use of the App. No guarantee is given that the access to or use of the App will not be interrupted or impaired by maintenance work, or further development or otherwise be interrupted or impaired by any interference. We make every effort to ensure as far as possible the uninterrupted usability of the App. However, technical interference (such as interruption of the power supply, defects in hardware or software, technical problems in data lines) may cause temporary restrictions or interruptions. We reserve the right at any time and without stating any grounds to change or provisionally or permanently to deactivate individual functions of the App or the whole App.

## 7. Copyright, identification rights and other intellectual property rights

The contents accessible via the App (texts, data, pictures, logos, graphics, documentation, and sound, video and other visual representations) are governed by copyright and other laws protecting intellectual property. The contents may be neither reproduced, distributed, stored in other media (such as in other websites) nor changed without Liebherr's prior consent.

## 8. Data protection

We take the protection and security of your personal data very seriously. You will find all the information about the processing of your data in connection with use of the App in the App data protection declaration: [https://downloads.liebherr.com/data/emt/EMTSalesapp/data\\_protection\\_declaration\\_emt\\_sales\\_app.pdf](https://downloads.liebherr.com/data/emt/EMTSalesapp/data_protection_declaration_emt_sales_app.pdf)

## 9. Changes in the Conditions of Use

We reserve the right to change these Conditions of Use at any time without stating the grounds. Liebherr will inform you about such change at least 30 days prior to the effective date of the changed Conditions of Use. Should you object within 30 days prior to the effective date of the changed Conditions of Use the authorisation to use the App will be disabled, so that in this case further use of the App will not be possible. The objection must be addressed to [mobile.emt@liebherr.com](mailto:mobile.emt@liebherr.com).

## 10. Miscellaneous provisions

10.1. The User Agreement and these Conditions of Use and their interpretation shall be governed exclusively by the law of the Federal Republic of Germany. The application of German or European International Private Law and of the UN Sales Convention shall be excluded.

10.2. Should the user be an entrepreneur in the sense of § 14 German Civil Code, or should the user have no permanent residence in Germany, the exclusive jurisdiction for all and any legal disputes arising from or in connection with this Agreement shall be that applying to Liebherr's registered office. Subject to the same preconditions, the place of performance for all rights and duties resulting from the User Agreement shall be Liebherr's registered office.

10.3. Should any individual provisions of these Conditions of Use be or become invalid and/or ineffective this shall not affect the validity of the remaining provisions. Invalid and/or ineffective provisions shall by way of the supplementary interpretation of the Agreement be replaced by such valid and effective provisions which taking the nature of the interests of the two parties into consideration would most nearly achieve their desired commercial purpose. This shall apply correspondingly to the filling of any gaps in these Conditions of Use.

*Status: March 2020*