

## General Conditions of Use for the HOPPECKE customer portal “myHOPPECKE”

### 1. Preamble

HOPPECKE Batterien GmbH & Co. KG, Bontkirchener Str. 1, D-59929 Brilon and its affiliates within the meaning of § 15 Aktiengesetz (German Stock Corporation Act) (“HOPPECKE”) run a portal called “myHOPPECKE” (“customer portal”) on the website <https://www.hoppecke.com/> which is a collaboration platform for customers, potential customers and selected other business partners of HOPPECKE (“partners”). The customer portal is a platform for the exchange of information between the employees of HOPPECKE and the employees of the respective partners (“users”) for business purposes. Every user/partner is responsible for the content of the information they make available on the customer portal.

The customer portal is made available to a selected group of partners, the partners are however not entitled to the right to use the portal; the portal may only be used after acceptance of the user’s registration and/or grant of an appropriate authorisation by HOPPECKE. HOPPECKE implements technical and organisational measures to protect the data contained in the portal. The employees of competitors of HOPPECKE or other persons working for these competitors have no right to access the customer portal.

The present Conditions of Use set out the prerequisites and rules for using the customer portal. When these Conditions of Use are accepted in the name of a company or another entity, the respective user, by confirming receipt and knowledge of these Conditions of Use, will be deemed to also confirm his/her authority to enter into legally binding commitments on behalf of the company or other entity. Registration and use of the portal are not possible without first confirming receipt and knowledge of the Conditions of Use on the registration page.

### 2. Access, registration and data protection

In order to use the customer portal of HOPPECKE, every partner need password-protected personalised access which requires prior registration. For the purpose of registration, the user must fill in the following personal data in the registration form on the page <https://www.hoppecke.com/de/kundenportal/>:

- First name and last name of the user (required field)
- Email address (required field)
- Company (required field)
- Password (required field)

These data help identify the user who is granted access to the protected areas and the data are processed in accordance with the applicable data protection regulations. The data are stored on the customer portal for authentication and notification purposes and for the purpose of tracing any changes made to the data, and the data are not disclosed or passed on to third parties. Further information on data protection is contained in the information sheet “Information to be provided where personal data is collected from data”.

The user undertakes to provide complete and correct information when registering for the portal.

After registration, HOPPECKE will check the data of the user and decide whether to accept the registration or not. If HOPPECKE accepts the registration, the user can log in with the personal access data he/she has chosen for his/her registration and use the customer portal according to the user group defined for him/her.

HOPPECKE may also refuse to accept the registration. In this case, HOPPECKE will delete the personal data entered by the user upon registration without undue delay (“*unverzüglich*”).

Access to the customer portal is provided via an encrypted connection.

### 3. Treatment of access data

The customer portal access data of the user are exclusively intended for that user and must not be transferred to third parties.

In particular, the customer portal access data must not be disclosed or made available to employees of companies competing with HOPPECKE or other persons working for competitors of HOPPECKE.

If the user becomes aware that third parties have become privy to the customer portal access data, the user must notify HOPPECKE thereof by sending an email to [customerportal@hoppecke.com](mailto:customerportal@hoppecke.com) or the user's direct contact person with HOPPECKE without undue delay ("*unverzüglich*").

### 4. Obligations of the user

The user must not publish illegal or objectionable contents on the customer portal. Moreover, the user must not upload contents to the customer portal which infringe third-party proprietary rights or any existing obligations of secrecy.

### 5. Warranty and liability

Access to the customer portal by the partner is free of charge. HOPPECKE cannot guarantee uninterrupted availability of the customer portal as a whole or of individual areas, features or functions thereof.

Even though HOPPECKE seeks to keep the customer portal free from viruses and other malware, HOPPECKE cannot guarantee that the customer portal is actually free from viruses. Every partner is obliged to implement any required protective measures on its own (such as appropriate anti-virus software).

All information which HOPPECKE makes available on the customer portal is prepared, selected and collected with utmost diligence and care and to the best of HOPPECKE's knowledge and belief. However, HOPPECKE cannot guarantee the currentness, correctness and completeness of the information provided on the customer portal. HOPPECKE also reserves the right at any time to change and in particular restrict the contents on the customer portal without prior notice.

HOPPECKE only accepts liability for damage resulting from or in connection with the free use of the customer portal if and to the extent the damage is due to intentional or grossly negligent conduct. In the case of intentional or negligent breach of essential contractual duties ("*wesentliche Vertragspflichten*" – these are duties the fulfilment of which is indispensable for the proper performance of the contract and on the compliance with which the partner usually relies and is reasonable allowed to rely), HOPPECKE is also liable for slight negligence ("*leichte Fahrlässigkeit*"), which liability is however limited to the compensation of reasonably foreseeable typical damage incurred in connection with the contract. The liability for personal injury and damage incurred under the Produkthaftungsgesetz (German Product Liability Act) remains unaffected thereby.

### 6. Duration of use, access blocking

After registration by the user and acceptance of the registration, the partner is granted the right to use the customer portal for the duration of the cooperation. The partner's registration expires upon termination of the cooperation with HOPPECKE, which means that in this case HOPPECKE blocks access to the customer portal by the partner. HOPPECKE will then delete the personal data entered upon registration.

HOPPECKE may also block access to the customer portal in the case of a serious breach of these Conditions of Use. Serious breaches within the aforesaid meaning include for instance any breach of the provisions set out in sec. 3 or 4 hereof.

## 7. Confidentiality

The information provided by HOPPECKE to the user/partner of the customer portal must be kept confidential and must not be disclosed or transferred to third parties unless HOPPECKE gives its prior consent to the disclosure of such information.

## 8. Miscellaneous

If the partner is a merchant or a legal entity under public law, the place of jurisdiction shall be the company domicile of HOPPECKE. The same place of jurisdiction shall apply if there is no place of general jurisdiction ("*allgemeiner Gerichtsstand*") over the partner in Germany or if the partner has transferred its domicile or habitual abode in Germany after contract conclusion or if the partner's domicile or habitual abode is unknown at the time when the action is brought. HOPPECKE may however also sue the partner at the partner's place of business.

All legal relationships between HOPPECKE and the partner are exclusively subject to the law of the Federal Republic of Germany which is applicable to legal relationships between German parties.

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