GENERAL TERMS AND CONDITIONS

Preamble

The website https://kundenkonto.finkenholl-stahl.de/ (hereinafter the "Website") is published by the company FINKENHOLL STAHL SERVICE CENTER GmbH (hereinafter the "Company"). These general terms and conditions of use (hereinafter the "General Terms and Conditions") apply to the use by the user of this Website (hereinafter the "User"). The Website has a customer area allowing access to information relating to the User's orders (hereinafter the "Customer Area"). The Company determines and grants the User authorization to access the Customer Area.

The General Terms and Conditions are exclusive of any other contractual document, including any purchase orders or purchase conditions of the User, with the exception of any quotation or specific terms of payment previously agreed between the Company and the User as indicated below. The Company reserves the right to modify the General Terms and Conditions at any time.

Article 1 - Purpose and duration

The General Terms and Conditions in force are those available on the Website, and are intended to govern the terms and conditions of connection to the Website.

The General Terms and Conditions come into force as of their validation by the User when creating his account (hereafter the "Account"), for an indefinite period of time. Each Party may terminate the General Terms and Conditions by sending a registered letter with return receipt requested to the address mentioned in the legal notice on the Website, subject to one (1) month's written notice of termination to the other Party. The Company will then delete the User's Account. Prior to that the User has to download any documents the User has or intends to keep from the Customer Area.

Validation by the User of the General Terms and Conditions implies their unreserved and automatic acceptance. These General Terms and Conditions are read, accepted and validated by the User when creating his password according to the instructions provided by the Company.

Article 2 - Opening an Account

The User fills out the form to open his Account (available online). The Company then sends the User an identifier allowing him to connect to his Account. The User creates his password and must validate the General Terms and Conditions. The User's identifier and password (hereinafter the "Access Codes") must be filled in by the User each time he or she logs on. The Access Codes are strictly personal and confidential. The User is solely responsible for any action taken using the Access Codes assigned, the Company's logs and records serving as proof. If the User forgets his or her password, he or she can generate a new password using the online procedure on the Website. In the event of indications for theft or fraudulent use of the User's Access Codes, the User shall immediately notify the Company to deactivate the Access Codes and the User shall generate a new password using the online procedure. Notwithstanding the limitations of liability under Article 6 below, the Company disclaims all liability in the event of use of the Website by a third party using the Access Codes assigned to the User.

The User's Account allows him to view the history of his orders placed with the Company, as well as invoices and related documents via the Customer Area. Each User may only hold one Account on the Website, which may be used by several different natural persons provided that they are members of the

User's staff and/or have been appointed by the User. The Company reserves the right to refuse to open an Account at its own discretion, in particular for the following reasons: (i) the User is not the representative or employee of a legal entity; (ii) the User is an individual and/or a consumer within the meaning of consumer law; (iii) certain information provided by the User is erroneous, falsified or doubtful.

Article 3 - Operation of the Website

The Company strives to ensure optimal accessibility of the Website, subject to (i) security updates and (ii) technical maintenance. The User is warned of the technical hazards inherent to the Internet and the slowdown or interruptions of access that may result. In addition, the User is solely responsible for the effectiveness of his web connection. Consequently, the Company does not provide any commitment or guarantee of permanent availability or performance of the Website. The Company has set up state-of-the-art security measures relating to the User's data and orders, but the User is nevertheless warned of the risks inherent in the use of the Internet (including piracy). As a result, the Company cannot under any circumstances guarantee the permanent availability, performance or security of the Website, which is provided as part of an obligation of means.

Article 4 - Intellectual property

The Website and its contents (texts, images and visuals, videos, data, databases, product illustrations and descriptions, and software) are the exclusive property of the Company, as well as the "IMS" trademarks and logos within the meaning of the applicable intellectual property regulation and international agreements. Any reproduction, representation, extraction, modification, distribution or exploitation, in whole or in part, of the Website or of any of its elements, including product data sheets, references and illustrations, and software components, is strictly prohibited without the Company's express prior authorization. Any unauthorized reproduction of any element of the Website, as well as any extraction of product sheets or other data from the Website, is liable to legal proceedings for counterfeiting, unfair competition or image infringement in particular.

With regard to the use of the Website by the User for the purpose of creating an Account, the Company grants the User a personal, non-exclusive, non-transferable right to use the functionalities of the Website in strict compliance with these General Terms and Conditions, for the duration of the General Terms and Conditions and for Germany. Any other use is prohibited. The Company reserves the right to suspend or delete the User's Account in case of fraudulent use observed or suspected by the Company, without notice or compensation.

Article 5 - Personal data

The Company is responsible for processing the personal data entered by the User in compliance with the applicable data protection regulations. All relevant details of the personal data processing carried out by the Company can be found in the Personal Data Privacy Policy, available here [insert link].

Article 6 - Responsibility

The use of the Website is under the responsibility of the User. As such, the User is responsible for damages of any kind, caused to the Company, its partners or a third party, by his use of the Website (including his employees) or resulting from a disclosure of his Access Codes. The User shall indemnify the Company against any action or claim brought by a third party on the grounds that his use of the Website would infringe his rights or cause damage.

The Company operates the Website including the Customer Area under an obligation of best efforts. For any consequential damages that the User may suffer (including loss of business, data, profits, turnover, activity, opportunities, customers, reputation or business interruption, loss of profit, loss of opportunity or cost of product substitution), resulting from the use of the Website or caused by the Company, its legal representatives or vicarious agents, the Company is always liable without limitation in case of injury to life, body or health; in case of intentional or grossly negligent breach of duty; in case of guarantee promises, as far as agreed; and insofar as the scope of application of the Product Liability Act is opened. In case of violation of essential contractual obligations, the fulfillment of which enables the proper execution of these contractual obligations in the first place and on the compliance with which the User may regularly rely (cardinal obligations), which were caused by slight negligence of the Company or the legal representatives or vicarious agents of the Company, the liability is limited to the amount of the damage foreseeable at the time of the creation of the User's Account, the occurrence of which must typically be expected. In all other respects, claims for damages are excluded.

Article 7 - Termination

Notwithstanding the termination provision in Article 1 above, in the event of a substantial violation or in case of a justified substantial suspicion of a substantial violation by the User of all or part of any of the User's obligations according to Articles 2 to 4 of these General Terms and Conditions, the Company may, at the end of a period of fourteen (14) days after sending the User a formal notice to remedy its breach by registered letter with acknowledgement of receipt which has remained wholly or partly without effect, unilaterally terminate the User's Account. The Company will inform the User accordingly and ask him to download any documents the User might intend to keep from the Customer Area.

Article 8 - Miscellaneous

The User declares (i) that he has the power to commit himself and his company within the framework of the General Terms and Conditions; (ii) that he is a professional and has the capacity to act. The User undertakes to (i) comply with the laws and regulations in force concerning the exercise of a commercial activity (in particular registration, accounting, social and tax obligations) and (ii) comply with the regulations that apply to him in his capacity as a professional.

The User acknowledges that any electronic action and communication carried out within the framework of the Website shall have the same evidential value as a paper document to the extent permitted by law, it being specified that the Company ensures that electronic actions and communications on the Website are archived to the extent permitted by law.

In the event that one or more of the stipulations of the General Terms and Conditions are considered null and void or unenforceable by a competent court, this stipulation will be deemed unwritten without affecting the validity and enforceability of the other stipulations. The invalid or unenforceable provision shall be replaced by a provision that comes as close as possible to the economic sense and purpose of the invalid or unenforceable provision.

The General Conditions are subject to German law. The Parties declare their intention to seek an amicable solution to any difficulty that may arise during the execution of the General Terms and Conditions. In the absence of such an amicable solution, any dispute between the Parties shall be submitted to the exclusive jurisdiction of the courts of Bochum (Germany).