

# Terms of Use for "PÖTIC"

PÖTIC is a centralised tool for the employees of PÖTTINGER's sales partners and includes key support service for them to be able to successfully offer, sell and order machines (hereinafter altogether referred to as "PÖTIC"). So far, PÖTIC has been available on the PÖTTINGER PartnerPortal as an online tool and as an offline tool updated by download or by syncing with the central system. Effective immediately, these system features will also be available in an iOS app. The terms and conditions set forth below are applicable both for the previous online/offline system and for PÖTIC as an iOS app. By using the PÖTIC online/offline system and/or the iOS app (hereinafter referred to as "the app"), the user agrees to adhere to these Terms of Use.

## 1. General provisions

- 1.1 Pöttinger Landtechnik GmbH (hereinafter referred to as "PÖTTINGER") has exercised due care in compiling the information provided for the user's attention via PÖTIC. This information is subject to change at any time.
- 1.2 Generally, the app has the same features as the online/offline PÖTIC system for use on the computer (configurator, writing of quotes, orders, comparisons, contract set-up, perusal of operating instructions, and the like). On account of the specific characteristics that are common to mobile terminal devices, the features may not be available on the app in the same scope as in the online/offline PÖTIC system.
- 1.3 To be able to use PÖTIC, a telecommunications service provider needs to establish a data connection, which may entail additional costs. Reliable and error-free performance of these systems and services is a prerequisite for the error-free use of PÖTIC; they do not constitute a part of these Terms of Use.
- 1.4 PÖTTINGER reserves the right to expand, limit or change the features available on PÖTIC at any time.

## **2. Obligations of the user**

- 2.1 The user is obliged to verify the up-to-dateness, plausibility and feasibility of the information and results provided.
- 2.2 The user may avail of PÖTIC only in dealings with the customers of PÖTTINGER. Any fraudulent use of PÖTIC is strictly prohibited.
- 2.3 The user undertakes to observe copyrights, name rights and trademark rights as well as any other intellectual property rights held by PÖTTINGER.
- 2.4 It is the user's sole responsibility to ensure compatibility between PÖTIC and the operating system on the mobile terminal device and/or the computer used.

## **3. Warranty / Liability**

- 3.1 Pöttinger accepts no liability for results obtained by using PÖTIC, especially in terms of their accuracy, up-to-dateness and completeness.
- 3.2 PÖTTINGER does not warrant availability of PÖTIC at all times. The user further waives any claims for damages against PÖTTINGER for lack of availability.
- 3.3 PÖTTINGER accepts no responsibility for any undesired influence PÖTIC may have on the system used, such as the app on the mobile terminal device and particularly on the operating system, or on compatibility with other software and/or any other of the user's apps. The user is not entitled to claim against PÖTTINGER if installation or use causes any damage to the user's terminal device or in case of impairment of the functionality of other software or other apps.
- 3.4 PÖTTINGER is liable only in the event of intent or gross negligence. The provisions of the Austrian Product Liability Act remain unaffected. Furthermore, PÖTTINGER is liable for the absence of any characteristics it explicitly guarantees.
- 3.5 Although PÖTTINGER undertakes every effort to keep PÖTIC free of viruses, PÖTTINGER does not guarantee the absence of viruses or other malware.

#### 4. Data protection/Privacy

- 4.1 PÖTTINGER stores the personal details entered or otherwise recorded when using PÖTIC. PÖTTINGER will not use this personal data.
- 4.2 The user is obliged to inform customers about the fact that the data is stored and must obtain the customers' consent before entering this information or otherwise recording it in PÖTIC. The user further undertakes to inform customers about their rights to contest the information relating to them and to request deletion or correction of such information.
- 4.3 The user undertakes to use the customer's data only for internal company purposes, unless the customer has expressly given consent for his/her data to be used otherwise.
- 4.4 The user is prohibited from disclosing the data entered or otherwise recorded via PÖTIC to any third party. PÖTTINGER uses this data in anonymous form for statistical purposes.

#### 5. Final provisions

- 5.1 This contractual relationship is governed exclusively by Austrian law.
- 5.2 The venue for all disputes arising from this contractual relationship is the regional court of Vienna with subject-matter jurisdiction.

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User

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PÖTTINGER Landtechnik GmbH