GENERAL CONDITIONS
General Conditions of Use of the eShop Platform

1. Scope of General Conditions of Use

1.1 These General Conditions of Use (hereinafter "Conditions of Use") provide for the use of the eShop Platform (hereinafter "Platform"). This platform is operated by Hoffmann SE, Haberlandstr. 55, 81241 Munich, Germany, which is entered in the B Register of Companies at the Munich Local Court ("Amtsgericht"), HRB 237463 (hereinafter described as "Hoffmann SE").

1.2 The platform is a portal via which each user who has registered a user account (hereinafter: "User") can acquire tools and tool accessories (hereinafter "Products") directly from companies that are affiliated with the Hoffmann Group (hereinafter: "Partner Companies") insofar as the acquisition does not violate statutory requirements or these General Terms and Conditions of Business.

1.3 To register a user account, the interested party is required to register as a customer of a Partner Company. The pertinent Partner Company can be determined **here**. After such registration, the interested party can register as a platform User.

1.4 Contracts on the purchase of Products are brought about by the User and the respective Partner Company, with which the User is registered, on the basis of the General Terms and Conditions of Business of the respective Partner Company. In the capacity of platform operator, Hoffmann SE acts merely as a broker and does therefore not become a contracting party to the purchase contract unless the User is registered with Hoffmann SE.

1.5 The contracts entered into via this platform are honoured solely by the respective Partner Companies and the Users.

2. Registration, fees and membership account

2.1 Use of the Platform's tele-services is predicated on registration as a User. Registration and use are free of charge. Users can register as soon as they have registered with a Partner Company.

2.2 The purchase price that falls due for payment in the case of an order placed for Products from a Partner Company is to be paid by the User, in accordance with the terms of contract agreed upon by the parties, directly to the respective Partner Company. Reference is expressly made to the General Terms and Conditions of Business of the Partner Companies that apply to the respective contract of purchase.

2.3 Users can register to use the platform by opening a User Account subject to approval of these conditions of use. Upon registering, a contract is brought about between Hoffmann SE and the User regarding use of the platform (hereinafter: "Utilisation Contract"). There is no claim to conclusion of a Utilisation Contract.

2.4 Registration as a User is only permitted for legal persons, ordinary partnerships and natural persons with unlimited legal capacity. Minors, in particular, may not register for the platform. Legal persons and normal partnerships are, at all times, to register in the name of the respective company.

2.5 The data collated by Hoffmann SE for the registration are to be stated accurately and correctly, e.g. first name and surname, current address (no PO Boxes) and telephone number (no value added service numbers), a valid e-mail address and, where applicable, the company name and an authorised representative.

2.6 A legal person and a normal partnership may only be registered as users (company account) by an employee of that company who is authorised to represent and who must be stated by name. The employee of the company to be stated in the registration is the contact person and administrator of the access rights in dealings with Hoffmann SE. On request, the administrator may grant additional employees of the company access rights to the platform insofar as the company is responsible for the actions of such employees and it instructs these employees to adhere to these Conditions of Use. Hoffmann SE is entitled, at any time, to request that the administrator provide personal data such as the name, address and position of the company employee with access rights.

2.7 If the stated data change following registration, the User undertakes to inform Hoffmann SE of this without delay.

2.8 On registering the User chooses a username and a password. The username may not be an e-mail or internet address may not violate third-party rights - in particular not any name or brand rights – and may not violate common decency.

2.9 The User must keep his password secret and carefully protect access to his User Account. The User undertakes to inform Hoffmann SE without delay if there are indications that his User Account has been misused by third parties.

2.10 As a general rule, the User shall be liable for all activities carried out by way of using his User Account. If the User is not responsible for the misuse of his User Account because a violation of the existing duty of care does not apply, the User shall not be liable.

2.11 Hoffmann SE reserves the right to delete User Accounts, after a reasonable period, which have not been registered in full or have been registered incorrectly.

3. Performance description

3.1 Hoffmann SE shall make the platform with the above-mentioned functions available to Users. Hoffmann SE may render use of the platform, or individual functions of the platform or the extent to which individual functions and services may be used, subject to prerequisites such as checking registration data.

3.2 If a contract is brought about via the platform between a User and a Partner Company, Hoffmann SE shall inform the parties to the contract of purchase of the data that are required for establishing mutual contact.

3.3 An entitlement on the part of Users to use the platform and its functions only applies as part of the current level of technology. Hoffmann SE shall temporarily restrict its services if this is necessary in respect of the capacity limits, the security or integrity of the servers or to carry out technical measures, and it is in the interest of the proper or improved rendering of services (maintenance work). In such cases, Hoffmann SE shall take into consideration the Users' justified interests, e.g. by way of advance notice. The User is not entitled to adhere to a certain availability of the platform.

4. Blocking and termination

4.1 Hoffmann SE may temporarily and/or permanently block a User Account and/or in the case of a company account individual employees with access rights if there are specific indications that a User has violated statutory requirements, third-party rights or these General Terms and Conditions of Business or if Hoffmann SE has a different interest, in particular in respect of protecting other Users and the Partner Companies from fraudulent activities. At the end of a User's registration with the Partner Company (see above paragraph 1.3), irrespective of the reason for the end, the utilisation entitlement for the platform shall automatically end too. Hoffmann SE and/or the respective Partner Company shall inform you of a temporary and/or ultimate block of the User Account and/or of individual persons with access rights.

4.2 As soon as a User has been blocked, such a User may not use the platform via other User Accounts either or re-register.

4.3 Hoffmann SE may terminate the utilisation contract at any time by serving 14 days' notice to take effect at the end of a month. This does not affect the right to block.

5. Data protection

The data protection provisions of Hoffmann SE are deemed elements of these Conditions of Use. By using this platform, you agree to the collation, storage, processing, forwarding and use of your personal data to the extent specified in these data protection provisions and the Conditions of Use and for the purpose of rendering the services as per agreement.

6. Taking-over a contract

By giving four weeks' notice, Hoffmann SE is entitled to assign its rights and obligations resulting from this contractual relationship either in full or in part to a third party. In such a case the User shall be entitled to terminate the Utilisation Contract without notice.

7, User's obligations

7.1 The Users may not use any mechanisms, software or other scripts in conjunction with using the platform that could disrupt the platform's functions.

7.2 The Users may not take any measures that could have an unacceptable effect or cause a disproportionate strain on the IT infrastructure.

7.3 The Users may not block, overwrite or modify any content created by Hoffmann SE or otherwise interfere with the platform and cause disruptions.

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7.4 The content, data, pictures and signs on the platform may neither be distributed, made available to third parties nor otherwise duplicated without prior approval by the holders of such rights.

8. Limitation on liability

8.1 Hoffmann SE shall only be liable for damage, apart from cases of violation of key contractual obligations, if and insofar as Hoffmann SE, its legal representatives, executive personnel or other vicarious agents have acted with intent or gross negligently. In the event of a violation of key contractual obligations, Hoffmann SE shall be liable for any culpable action on the part of its legal representatives, executive personnel or other vicarious agents. Key contractual obligations are obligations that render the proper execution of the contract at all possible when honoured and which the User trusts shall be regularly adhered to.

8.2 Apart from cases of intent or gross negligence by legal representatives, executive personnel or other vicarious agents of Hoffmann SE, the liability shall be restricted in terms of amount to typical damage that was foreseeable upon conclusion of the contract.

8.3 The above-mentioned liability exemptions and limitations do not apply in the event of the take-over of express guarantees by Hoffmann SE or to damage resulting from the threat to life and limb or in the case of mandatory legal regulations.

8.4 The liability for data loss is restricted to typical restoration costs that would have occurred in the case of the customary creation of back-up copies by the User.

8.5 Claims for damages shall fall under the statute of limitations in 12 months with the exception of those that are based on intentional acts.

9. Applicable law and place of jurisdiction

9.1 The Utilisation Contract, including these Conditions of use, is subject to the substantial law of the Federal Republic of Germany by way of exclusion of UN Sales Law.

9.2 If Users are merchants within the meaning of the German Commercial Code, special public assets or legal entities under public law, Munich is deemed the exclusive place of jurisdiction for all disputes resulting from or in conjunction with the Utilisation Contract and these Conditions of Use. The same applies if the User is a consumer and does not have any general place of jurisdiction in Germany or whose place of residence or customary abode are not known at the time at which an action is brought.

10. Amending these Terms; Safeguarding Clause

10.1 Hoffmann SE reserves the right to amend these Utilisation Conditions at any without stating reasons for its actions. The amended conditions shall be sent to Users by e-mail at the latest two weeks before they are to come into force. If a User does not object to the validity of the new Conditions of Use within four weeks following receipt by e-mail, the amended Conditions of Use shall be deemed accepted. Hoffmann SE shall draw the Users' attention to the significance of this four-week period separately in the e-mail that contains the amended conditions.

10.2 Insofar as a provision of these Conditions of Use is invalid, this shall not affect the other provisions. The invalid provision shall be deemed replaced by a provision that comes closest to the essence and purpose of the invalid provision in a legal and economic sense. The same applies to possible loopholes in the regulations.

Should you have any questions about the General Conditions of Use, please do not hesitate to contact us: info@hoffmann-group.com

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