

# General Terms and Conditions for the Registration of a SICK ID

(As at January 2024)

These Terms and Conditions, in the version valid at the time of contract conclusion, govern the creation of a SICK ID by offline or online registration offered by (i) SICK AG, Erwin-Sick-Str. 1, 79183 Waldkirch) or (ii) a company affiliated with SICK AG pursuant to section 15 et seqq. of AktG ((i) and (ii) individually or collectively **"SICK"**) in accordance with the following provisions. The creation of a SICK ID is a prerequisite for the use of some services offered by SICK or other companies (**"Partner Companies"**) on the internet website [www.sick.com](http://www.sick.com), on the SICK IntegrationSpace® or in any other form (**"Services"**).

## 1 Registration

- 1.1 The creation of a SICK ID requires the registration of a user account (**"SICK ID User Account"**) at [www.sick.com](http://www.sick.com) or by other means. The registration is free of charge. SICK reserves the right to provide different SICK IDs (e.g., online/offline).
- 1.2 The offer to register a SICK ID User Account is made to entrepreneurs as defined in Section 14 (1) BGB (German Civil Code), i.e. natural or legal persons or partnerships with legal personality who or which, when entering into a legal transaction (registering a SICK ID User Account based on these Terms and Conditions) act in exercise of their trade, business or profession, as well as to educational and research & development facilities (collectively **"User"**).
- 1.3 During the registration, the User will need to specify their log-in data. They consist of an e-mail address and a password of one's choosing. In addition, the User needs to provide fully and correctly all the information requested in the electronic registration form. The User may not impersonate another person or company or use a name or company which they are not authorized to use.
- 1.4 If registration- or profile data change during the term of use, the User must correct their data in their personal settings without delay (e.g., on [www.sick.com](http://www.sick.com)). In the event that costs are incurred due to incorrect data (e.g., accounting errors due to incorrect account details), the User is obliged to reimburse SICK for these costs to the extent such incorrect data are attributable to the User.
- 1.5 With submission of the registration data, the User submits an offer to SICK to register a SICK ID User Account based on these Terms of Use. SICK may accept this offer at its sole discretion. Upon activation of the access to the Services, a **"SICK ID Contract of Use"** comes into effect. SICK reserves the right to provide extended Services to individual Users (in particular management of user accounts of a company or an educational or research and development facility).
- 1.6 The registration and the SICK ID and/or the SICK ID User Account, including the log-in data, are not transferrable. SICK does not provide any warranty that other SICK ID User Account owners are the persons that they claim to be. SICK reserves the right to check the identity as well as the data at any time. The User therefore authorizes SICK to use all registration information (including any updates) to verify the data.
- 1.7 Unless otherwise agreed between the User and SICK in individual cases, with the registration, the User accepts all General Terms and Conditions of SICK, which apply to the purchase of products and services (including software and software as a service) in the respective version valid at the time of purchase. These are in particular the General Terms of Delivery of SICK (ALB SICK), the General Terms and Conditions for the Supply of Software Products (AVB Software SICK) and the General Terms and Conditions for Software as a Service (AVB SaaS SICK) (available at [www.sick.com](http://www.sick.com) or upon request provided by SICK). Deviating or additional general terms and conditions of the User shall solely apply to the extent expressly confirmed in writing by SICK.

## 2 Responsibility for Log-In Data

- 2.1 The log-in data including the password must be kept confidential and may under no circumstances be disclosed to any unauthorized third parties.

- 2.2 The User is responsible to ensure that only the User can access the SICK ID User Account and use the Services made available. In case there is any suspicion that unauthorized third parties may have gained knowledge or may gain knowledge of the User's log-in data, the User must notify SICK immediately via [support@sick.com](mailto:support@sick.com).

## 3 Blocking of Access

- 3.1 SICK may, at its sole discretion, block the registration of the SICK ID and/or the SICK ID User Account in whole or in part, on a temporary or permanent basis, in case of an indication that the User violates or has violated these Terms and Conditions, the terms of use of other Services and/or applicable law or if SICK has other legitimate interest in blocking them. SICK will consider the User's legitimate interest to an appropriate extent when making this decision.
- 3.2 SICK may limit or suspend the SICK ID User Account and access to it during regular maintenance services. SICK will inform the User thereof, if reasonably possible.

## 4 Termination of SICK ID Contract of Use

- 4.1 The User may terminate the SICK ID Contract of Use with four weeks' notice to the end of a calendar month. The User is aware that a SICK ID Contract of Use may be a prerequisite for the use of Services, whether offered free of charge or against remuneration.
- 4.2 SICK also reserves the right to terminate the SICK ID Contract of Use with three months' notice to the end of the month, but not earlier, however, than on the earliest possible date of termination for the fee-based Services purchased by the User.
- 4.3 The right of termination for good cause remains unaffected.
- 4.4 In the event of a complete termination of the SICK ID Contract of Use, SICK is entitled to permanently delete all data generated in connection with the SICK ID Contract of Use after the expiry of 30 calendar days as of the effective date of the termination and the expiry of any statutory retention periods. Irrespective of the existence of a SICK ID Contract of Use, SICK may be obliged by applicable privacy law to delete personal data at an earlier date.

## 5 Confidentiality

- 5.1 The User undertakes to keep secret all business and trade secrets or other confidential information which they receive from SICK or which become known to them during the performance of the contract. The confidential information and the documents embodying it must not be made available to any third parties. The User shall store and safeguard the information and documents in such a manner that prevents any unauthorized use by third parties, but at least exercise the due care of a prudent businessman.
- 5.2 The obligation of confidentiality does not apply to information and documents which were generally known and available at the time of disclosure, or that were known to the User at the time of disclosure, or that were later provided legitimately to the User by third parties.
- 5.3 The obligations set out in section 5.1 shall survive the termination of the contract for an indefinite period, namely for as long as an exception as defined in section 5.2 is not proven.

## 6 Data Processing, Privacy

- 6.1 SICK reserves the right to collect and process anonymized data and information to the extent permitted by law when using any software and Services provided. By using the provided software and Services, the User grants to SICK a non-exclusive right to collect anonymized data and information and process them in particular for the following purposes:
  - Provision and improvement of products and services of SICK (including those going beyond the above definition of "Services").
  - Compliance with legal requirements.
  - Web analysis and improvement of the online presence.
  - Use of restricted websites and for authentication.

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- Use of digital services, e.g. platform offerings, news-letter subscription / termination of subscription, or use of applications.
- Prevention of misuse of the online offerings of SICK.
- 6.2 The right to collect data expires concurrently with the termination of the SICK ID Contract of Use. However, SICK shall remain entitled to keep copies of the data already saved and to use them for the above purposes.
- 6.3 The User acknowledges and agrees that SICK processes the lawfully collected personal data in SICK's internal systems and through its Services (such as AssetHub).
- 6.4 SICK acknowledges and agrees to comply with all applicable privacy regulations (for instance, the General Data Protection Regulation (GDPR)). SICK and User shall ensure that any personal data processed or transferred during the Services is done in accordance with the applicable privacy regulations. This includes implementing appropriate security measures and providing individuals with their rights as outlined in the relevant privacy regulations. In the event of a personal data breach, SICK or User shall promptly notify the other Party in accordance with the requirements outlined by the applicable privacy regulations. Such notification shall include all relevant details of the breach, as well as any recommended actions to mitigate the impact and prevent future occurrences. SICK and User shall cooperate and assist each other in fulfilling their respective obligations under the applicable privacy regulations. This includes providing any necessary information, documentation, or support to respond to data subject requests, regulatory inquiries, or investigations related to the processing of personal data. The obligations set forth in this provision shall survive the termination or expiration of this agreement to the extent required to fulfill any ongoing privacy obligations or as otherwise required by law.
- 6.5 If SICK processes personal data as a data controller, the specific details of such processing are outlined in the privacy information pertaining to the relevant product. The User agrees to ensure that the individuals affected by this data processing receive the appropriate data protection information.
- 6.6 If SICK is commissioned by the User as data processor, the contract partners shall sign an agreement on commissioned processing in accordance with Section 28 of the EU General Data Protection Regulation GDPR. The User shall inform SICK in text form and without delay of this fact.

## 7 Indemnification

- 7.1 The User is obliged to indemnify SICK against and hold SICK harmless from all costs, claims and disadvantages that third parties assert against SICK due to the infringement of their rights by the User's content or due to an infringement of the law by the User. This shall not apply if and insofar as the User is not responsible for the infringement of the rights of third parties.
- 7.2 The User is further obliged to reimburse SICK for all costs incurred by SICK as a result of the infringement, in particular for any legal fees, including all court costs and attorney fees. This does not apply if and insofar as the violation is not attributable to the User.

## 8 Limitation of Liability

- 8.1 SICK shall be liable for damages – regardless of the legal cause – solely:
  - a) in the event of intent;
  - b) in the event of gross negligence;
  - c) in the event of injury to life, body or health;
  - d) in the event that a defect was concealed in a fraudulent manner;
  - e) in case of an explicit guarantee;
  - f) pursuant to the German Product Liability Act (ProdHaftG); or
  - g) in the event of a breach of an essential contractual duty.
- 8.2 In the event of negligent breach of an essential contractual duty pursuant to section 8.1 g) the liability for damages shall be limited to foreseeable losses typical for the con-

tract. This also applies to loss of profits and any other financial loss. An essential contractual duty is a duty the fulfillment of which is required for the due execution of a contract, and on the observance of which a contract partner principally relies, and may rely, as well as a duty the breach of which will put the achievement of the contractual purpose at risk.

- 8.3 Unless specified otherwise in other terms and conditions, the liability of SICK for all damages arising out of or in connection with these Terms and Conditions and caused by SICK, its officers, subcontractors, employees, vicarious agents or associates, as well as any indemnification obligation, shall, regardless of the legal cause, except under the circumstances set out in section 8.1 a) to f) above, be limited to EUR 25,000.00 (aggregate liability cap).
- 8.4 The above exclusions and limitations shall also apply to the liability of officers, employees, representatives, vicarious agents, associates, affiliated companies within the meaning of sections 15 et seq German Stock Corporation Code (AktG), suppliers and licensors of SICK.
- 8.5 SICK shall not be liable for the accuracy, completeness and currency of data and information made available by the User or third parties. SICK is not responsible for the content of third party-websites with links to the website [www.sick.com](http://www.sick.com).

## 9 Changes to these Terms and Conditions

SICK reserves the right to change these Terms and Conditions at any time with effect also on existing SICK ID Contracts of Use. The User will be notified about such changes no later than 30 calendar days prior to the planned effectiveness of such changes. If the User does not object within 30 days of receipt of the notification, the changes are deemed to be effectively agreed as of expiry of the period for objections. If the User objects, the SICK ID Contract of Use shall expire on the next possible termination date. The notification of changes will inform the User about their right to object and about the consequences.

## 10 Miscellaneous

- 10.1 The German law applies with the exclusion of the German private international law and the UN Convention on the International Sale of Goods.
- 10.2 If the User is an entrepreneur as defined in Section 14 of the German Civil Code (BGB), a legal entity under public law or a special fund under public law, all disputes arising out of or in connection with this contract shall be finally settled under the Rules of Arbitration of the International Chamber of Commerce (ICC) by three arbitrators appointed in accordance with the said Rules. The seat of arbitration shall be Freiburg im Breisgau, Germany. The language of arbitration shall be German or English.
- 10.3 Should any provision of these Terms and Conditions be or become void, the validity of the other provisions shall remain unaffected thereby. In such case, the contract partners are obliged to cooperate on drawing up provisions which best achieve the economic objective of the void provision in a legally valid way. The foregoing applies accordingly to the filling of contractual gaps, if any.

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