Special Terms and Conditions for the Creation of Product Configurations in the SICK IntegrationSpace® (BNB ProdK SICK)

(As at May 2019)

These Special Terms and Conditions, in the version valid at the time a contract is concluded with (i) SICK AG, Erwin-Sick-Str. 1, 79183 Waldkirch, or (ii) with a company affiliated with SICK AG pursuant to Section 15 et seqq. AktG ("**SICK**", "**We**", "**us**", "**our**") govern the use by you as the end user ("**User**") of the services for the creation of product configurations (hereinafter collectively "**Services**") offered by SICK in accordance with the following regulations and apply in addition to the General Terms and Conditions for the Registration of a SICK ID to Use Services on the Internet Website www.sick.com and in the SICK IntegrationSpace® of SICK AG.

The Services are offered exclusively to entrepreneurs as defined in Section 14 (1) BGB, i.e. natural or legal persons or partnerships with legal personality who or which, when entering into a legal transaction, act in exercise of their trade, business or profession ("**Company**").

Deviating, opposing or supplementary General Terms and Conditions of the User shall not become part of the contract, even they are known to SICK, unless their application is expressly consented to in writing.

1. Creation of Product Configurations

1.1 Insofar as the Services feature is available for a product, you may, in accordance with the following regulations, configure specific contents of our products according to your wishes and requirements and save these configurations (hereinafter referred to as "Product Configurations") and/or upload them to the **SICK IntegrationSpace®** and/or make them available to third parties. The Product Configurations created by you, insofar as available, will be displayed to you with your future orders on www.sick.com, thus giving you the option to purchase pre-configured products. The Product Configurations are created with technical applications provided by SICK (e.g. Sopas ET) and are subsequently transferred by you to www.sick.com and saved in the **SICK IntegrationSpace®**.

1.2 All Product Configurations uploaded by you must conform to the quality requirements and technical requirements of SICK, which are explained in more detail here. You are fully responsible for the Product Configurations and other content uploaded by you. We do not check any Product Configurations and other content for plausibility, accuracy, legal conformity, currency, quality, condition, and suitability for a particular purpose.

2. Granting of Rights of Use

2.1 With the upload of the content, you grant to SICK the right
– to save the Product Configurations on the servers of SICK and/or in a third-party cloud,
– to use the Product Configurations to provide you with customized offers during our ordering process or within the framework of our business relationship,
– to process and analyze the Product Configurations uploaded by you to develop the products and services of SICK.
– to assign item numbers to products for which you have created a Product Configuration and which you have subsequently ordered to enable easy orders/reorders of this pre-configured product by you or third parties.

2.2 With the deletion of the Product Configurations from www.sick.com, the right of use as granted above expires. However, SICK reserves the right to retain copies, created for back-up and/or documentation purposes, and/or to use the contents to develop the services of SICK.

2.3 Users who try to upload false, offensive, unethical, anti-competitive, illegal or criminal content about others may be excluded with immediate effect.

3. Confidentiality, Privacy

3.1 Each contract party undertakes to keep confidential all business and trade secrets or other confidential information provided to it by the respective other party or become known to it during the execution of the contract. The confidential information and the documents embodying it must not be made available to any third parties not involved in the execution of the contract. The contract parties shall store and safeguard the information and documents in such manner that prevents any unauthorized use by third parties, at least, with the due care of a prudent businessman.

3.2 The obligation of confidentiality does not apply to information and documents that were generally known and available at the time of disclosure or that were known to the receiving party at the time of disclosure or that were later provided legitimately to the receiving party by third parties.

3.3 Please note our Privacy Statement.

4. Indemnification

4.1 You are obliged to indemnify us and hold us harmless from and against all costs, claims and disadvantages of third parties arising from a violation of their rights by your content or from a legal violation of our rights. This does not apply if and insofar as the violation of third-party rights is not attributable to you.

4.2 You are also obliged to reimburse us for all costs incurred by us as a result of the violation, in particular for all legal fees, including all judicial costs and attorney fees. This does not apply if and insofar as the violation is not attributable to you.

5. Limitation of Liability

5.1 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 and health;
d) in the event that SICK has fraudulently concealed a defect;
e) insofar as SICK has given an explicit guarantee;
f) pursuant to the Product Liability Act; or
g) if SICK violates an essential contractual duty.
In the event of violation of an essential contractual duty pursuant to g) by negligence of SICK, SICK's liability for damages shall be limited to typical contractual losses that could have been foreseen. 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 the observance of which a Party relies on, and may rely on, regularly, as well as a duty the breach of which will put the achievement of the contractual purpose at risk. SICK's liability, regardless of the legal cause, except under the circumstances set out in a) to f) above, shall be limited to an amount equal to the order value.

5.2 Insofar as SICK's liability is excluded or limited, this also applies to the personal liability of SICK's officers, subcontractors, employees, representatives, vicarious agents and associates as well as to the liability of affiliated companies within the meaning of sections 15 et seq. of the German Stock Corporation Code (AktG), suppliers and licensors.

5.3 SICK shall not be liable for the accuracy, completeness and currency of data and information made available by the users.

6. Miscellaneous

6.1 The German law applies with the exclusion of the German private international law and the UN Convention on the International Sale of Goods.

6.2 The exclusive place of jurisdiction is Freiburg im Breisgau. We may also bring an action against you at your place of business.

6.3 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 parties 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 any contractual gaps.

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