

# General Terms and Conditions of Use of the SIA Online Platform (ANB SIA SICK)

(as at: July 2024)

## 1. Scope of application

- 1.1 SICK AG, Erwin-Sick-Str. 1, 79183 Waldkirch, Germany, and the companies affiliated with SICK AG pursuant to §§ 15 et seq. of the German Stock Corporation Act (AktG) (hereinafter referred to individually or collectively as "**SICK**") provide e-learning courses, e-learning modules and other digital training offers and programs (hereinafter referred to as "**training courses**") as part of the online platform SIAonline (hereinafter referred to as "**platform**").
- 1.2 These General Terms and Conditions of Use of the SIA Online Platform ("**ANB SIA SICK**") apply to the use of the platform in the version valid at the time of conclusion of the contract.
- 1.3 Individual agreements, contractual offers, product descriptions of SICK and/or the General Terms and Conditions for Training ("**ANB Training SICK**") of the SICK company concluding the contract via the platform shall also apply.
- 1.4 In the event of contradictions, the aforementioned contractual documents shall apply in the following order of priority:
  - (1) Individual agreements
  - (2) Contract offers from SICK
  - (3) Training/product description from SICK
  - (4) these ANB SIA SICK
  - (5) the AGB Training SICK
- 1.5 All of SICK's General Terms and Conditions are available on the website of the respective SICK company or via [www.sick.com](http://www.sick.com) by selecting the respective country or will be made available on request.
- 1.6 Deviating, conflicting or supplementary general terms and conditions of the user shall not become part of the contract, even if SICK is aware of them, unless their validity is expressly agreed to in writing.

## 2. Rights of use

- 2.1. The license to use the training courses has a term of 12 months and begins with the sending of the access data/activation of the user profile on the platform. After expiry of the term, the access authorization expires.
- 2.2. The user has the option of purchasing a single license or an agreed number of licenses. If a license is not used during the term, it expires at the end of the term.
- 2.3. A license grants access by a single user to the training offers within the scope of the term.

## 3. Responsibility of the user

- 3.1. The access data, including the password, must be kept secret and must not be made accessible to unauthorized third parties under any circumstances.
- 3.2. It is the responsibility of the user to ensure that access to the user account and use of the platform takes place exclusively within the scope of the rights of use granted. If there is reason to fear that unauthorized third parties have obtained or will obtain knowledge of the access data, SICK must be informed immediately via [support@sick.com](mailto:support@sick.com).
- 3.3. The user is responsible for providing the necessary system requirements for using the platform and for carrying out training courses.

## 4. Blocking access; maintenance

- 4.1. It is prohibited to manipulate, change, delete, suppress, render unusable or use data, access and structure of the platform for purposes other than those agreed.
- 4.2. SICK may temporarily or permanently block the user account in whole or in part at its own discretion if there are concrete indications that the user is violating or has violated these Terms of Use, the Terms of Use of other services and/or applicable law, or if SICK has another legitimate interest in blocking the account.
- 4.3. Fees already paid will not be refunded in such cases. The legitimate interests of the user will be given due consideration when deciding whether to block access.
- 4.4. SICK reserves the right to restrict access to the platform for maintenance purposes after prior notice.

## 5. 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 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.
- 5.2. In the event of negligent breach of an essential contractual duty pursuant to Section 5.1 g), the liability for damages shall be limited to foreseeable losses typical for the contract. 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 the contract, and on the observance of which a party principally relies, and may rely, as well as a duty the breach of which will put the achievement of the contractual purpose at risk.
- 5.3. The liability of SICK for all damages arising out of or in connection with the contract 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 sec. 7.1 a) to f) above, be limited to the amount of the order value (aggregate liability cap).

- 5.4. The above exclusions and limitations shall also apply to the liability of officers, employees, representatives, vicarious agents, associates, affiliated companies within the meaning of sec. 15 et seq. of the German Stock Corporation Act (AktG), suppliers and licensors of SICK.
- 5.5. SICK is not liable for the correctness, completeness and up-to-date-ness of the data and information provided by the user or third parties. SICK is not responsible for the content of third-party websites to which the platform or the [www.sick.com](http://www.sick.com) website refers by means of links.

## 6. Secrecy

- 6.1. The user undertakes to keep secret all business and trade secrets or other confidential information transmitted or disclosed to him by SICK during the performance of the contract. The confidential information and the documents embodying it may not be made accessible to third parties. The user shall store and safeguard the information and documents at least with the care of a prudent businessman and shall in any case ensure that misuse by third parties is excluded, but at least with the care of a prudent businessman. Information and documents that were generally known and accessible at the time of disclosure, or were already known to the user at the time of disclosure, or were later made accessible to the user by third parties for legitimate reasons, are not covered by the confidentiality obligation.
- 6.2. The obligations under clause 6.1 shall continue to exist indefinitely beyond the end of the contract for as long as an exception under clause 6.2 is not proven.

## 7. Changes to these terms of use

SICK reserves the right to amend these ANB SIA SICK at any time. The user will be notified of such changes at least 30 calendar days before the planned entry into force of the changes. If the account holder does not object within 30 days of receipt of the notification, the changes shall be deemed to have been effectively agreed from the expiry of the objection period. In the event of an objection, the user relationship shall end at the end of the next possible termination date. In the notification of change, the account holder shall be informed of his right to object and of the consequences.

## 8. Final provisions

- 8.1. German law shall apply to the exclusion of German international private law and the UN Convention on Contracts for the International Sale of Goods.
- 8.2. If the user is an entrepreneur pursuant to 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 these Rules. The seat of the arbitration shall be Freiburg im Breisgau. The language of the arbitration proceedings shall be German or English.
- 8.3. Should any provision of these Terms of Use be or become invalid, this shall not affect the validity of the remaining provisions. In such a case, the contracting parties are obliged to cooperate in the creation of provisions that come as close as possible to the economic effect of the invalid provision. The above shall apply accordingly to the closing of any contractual loopholes.

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