

I. Scope

These terms apply to the use of the Groz-Beckert KG customer portal. With its customer portal Groz-Beckert KG addresses exclusively enterprises. Groz-Beckert KG reserves the right to verify the information provided by the enterprises as well as its nature as corporate client before activation.

A comprehensive use of the platform and therefore ordering goods is only possible after activation by Groz-Beckert KG and the consent to these terms of use given by the user on its initial registration.

II. Authorized users and registration

1. For each enterprise one commercial account is created. Employees and other authorized representatives of the enterprise can have themselves registered as users. The precondition is a due application for registration by entering all requested, correct information into the relevant registration form.

The user assures that the enterprise mentioned by him authorized him to register for the customer portal and to place orders on behalf and on account of this enterprise and he assures to place orders only on behalf and on account of this enterprise.

No enterprise nor any particular user can claim the right to register for or use the Groz-Beckert KG customer portal.

2. After registration by Groz-Beckert KG the user is provided with a user name and a password.
3. The user is solely responsible for the security of his password. The password must be kept secret. It is not allowed to pass it on to any third party. If further users are to be authorized for the same company, separate user names and passwords must be applied for. The user selects a password that only he uses for this customer portal. He ensures that no third party has access to his login data, and he is liable for orders or other activities his login data was used for. If the password became known to any unauthorized persons, the user is obliged to inform Groz-Beckert KG and change the password immediately.

If there is reason to suspect that third parties have knowledge of the user's password or in case of suspected misuse, the Groz-Beckert KG is entitled to block the password until the situation has been clarified.

4. If any information needed for the registration process has changed, the user is obliged to immediately inform his contact at Groz-Beckert KG.
5. If incorrect information is given at the registration or if the user does not inform Groz-Beckert KG of changes, the relevant enterprise can be excluded from the customer portal with immediate effect.
6. The user and the enterprise have to inform Groz-Beckert KG immediately if a user is no longer authorized to represent the enterprise.
7. The user and the enterprise can demand the cancellation of their registration in writing at any time. This will not affect the orders formerly placed by the user.

III. Use of the customer portal

For each registered enterprise Groz-Beckert KG creates a commercial account.

All registered users of an enterprise have access to this commercial account. On part of Groz-Beckert KG, the responsible sales employees can access the user accounts, especially to enter data and process orders. For this purpose, own access data is used, and it is documented which user made which transactions in the customer portal, especially in the case of orders.

Therefore, Groz-Beckert KG employees will never ask users for their login data nor passwords.

If a commercial account remains without activity by their users for six months, Groz-Beckert KG can block the relevant commercial account. Groz-Beckert KG can equally block an individual user if he did not log in for more than six months. After more than one year without activities, the registration of a commercial account or of a user can be cancelled.

IV. Conclusion of contract

1. The presentation of a product in the customer portal is not a binding offer by Groz-Beckert KG.
2. The contract on the sale of goods between the enterprise and Groz-Beckert KG is concluded by the order of the user by clicking the button "Order" and the order confirmation from Groz-Beckert KG. The user receives the order confirmation after an availability check of the product ordered by the user. The contract is exclusively subject to the delivery and payment terms of Groz-Beckert KG that can be read and downloaded in the customer portal under "Terms and conditions".

3. The products selected by the user appear in the shopping basket – in the customer portal represented by a shopping cart. Indications on the delivery time made in the portal only refer to the availability of the product at the moment of the order. The user gets the delivery date with the order confirmation. Before placing the order, the user is provided with an overview of his order and has the possibility to correct information or input errors. Immediately after placing the order, the user gets an acknowledgement of receipt of the order by Groz-Beckert KG by e-mail. Groz-Beckert KG sends its order confirmation in writing, by fax or by e-mail. In the customer portal the orders placed by the enterprise, order confirmations, and invoices are saved under "My account" and can be viewed by all users of the enterprise.

V. Right of retention

If the customer fails to pay one or various due debts to Groz-Beckert KG in context with a business transaction between the two parties, Groz-Beckert KG can withhold the goods or services that the Groz-Beckert KG is to provide to the customer according to the contracts concluded in or in context with the customer portal.

VI. Hyperlinks to websites of third parties

The customer portal can include hyperlinks to external websites for the contents of which Groz-Beckert KG does not assume any responsibility.

VII. Liability

1. The contents of the customer portal have been carefully chosen by Groz-Beckert KG. Nonetheless, Groz-Beckert KG does not assume any liability for the accuracy, timeliness and completeness of the information provided – unless based on intent or fraud.
2. Groz-Beckert KG always makes every effort to keep the customer portal free from viruses, yet does not assume any liability in this respect.
3. The illustrations of the products are not true to scale but serve only for visualization and, therefore, do not correspond to the originals.
4. Apart from that Groz-Beckert KG's liability is excluded unless based on intent, gross negligence, injury of life, body or health, granting of a guarantee of quality, fraudulent concealment of a defect or violation of a primary contract obligation, where liability is required by law, for example as per the Product Liability Act. Liability based on a violation of a primary contract obligation, however, is limited to the typical, foreseeable damage, unless based on intent or gross negligence.
5. Due to technical reasons, Groz-Beckert KG cannot guarantee an uninterrupted availability of the customer portal neither in terms of technical nor of time aspects. In addition, Groz-Beckert KG reserves the right to partially suspend or discontinue this service completely.

VIII. Copyrights and confidentiality

1. The customer portal and its contents are protected by copyright. All rights are reserved, especially the right to copy and distribute as well as to translate. It is not allowed to reproduce or save by means of an electronic system, edit, copy or distribute any part of the customer portal in any form by whatever process without the express written consent of Groz-Beckert KG.
2. Exceptions to this rule are printouts of terms of use, orders, and order confirmations, fact sheets or other documents required for the company's business documentation.

Part sheets and documents including prices that cannot be assigned to a contract must be treated as confidential. They must not be published nor passed on nor made accessible to third parties in any way.

IX. Other

1. The privacy policy is a binding part of these terms of use.
2. Additional/subsidiary agreements must be in writing. This also applies to changes of the written form clause.
3. Groz-Beckert KG is entitled to change these terms of use and the privacy policy. Groz-Beckert KG will inform about any new terms of use and privacy policy on logging in and will ask for the user's consent.
4. The legal relationship between the user and the enterprise represented by the user and Groz-Beckert KG resulting from or in connection with the use of the customer portal by the user is subject to the legislation of the Federal Republic of Germany, under exclusion of the UN Convention on Contracts for the International Sale of Goods.
5. All disputes arising out of or in connection with these terms of use or the use of the customer portal shall be settled exclusively by the courts having jurisdiction over Albstadt, Federal Republic of Germany, provided the user or the enterprise represented by the user is a trader in the sense of the German Commercial Code or does not have a domestic place of general jurisdiction. Groz-Beckert KG is, however, entitled to file a suit at the user's or the enterprise's place of business.