

Terms of Use

1. Introduction

1.1 KRONE Service central support

We, KRONE eCommerce GmbH & Co. KG, Heinrich-Krone-Straße 10, 48480 Spelle, Register Court: Osnabrück Local Court, HRA 100106 (hereinafter: "KRONE", "we" or "us") offer our suppliers (hereinafter: "user" or "you") to use various service offers / services (hereinafter: "KRONE services") within the framework of a web-based central support (hereinafter: "the central support"). Our company is part of the KRONE group of companies centred around Bernard KRONE Holding SE & Co. KG (further information can be found under <http://www.krone.de>).

For example, you have the option of retrieving, uploading and managing specific content. In particular, this includes the provision of production documents, information on technical standardisation and quality-specific documents. The type and scope of the service offers / services can be found in the central support itself under "My settings – My accesses".

1.2 Scope of application of the Terms of Use; defence clause

The use of KRONE Services requires that the user accepts these Terms of Use and complies with the provisions contained therein while using KRONE Services. The Terms of Use can be accessed at any time via the footer of the relevant website.

These Terms of Use determine the content of the contractual relationship between you and us in relation to the KRONE Services and apply exclusively to business users (entrepreneurs, § 14 BGB), legal entities under public law or special funds under public law. The KRONE Services of this central support are not available to consumers (§ 13 BGB).

By using the KRONE Services, you agree to the validity of these Terms of Use to the exclusion of your own Terms and Conditions (hereinafter: "User T&Cs"). Deviating user T&Cs do not apply even if we do not expressly object to them. Anything else will only apply if we have expressly agreed to the validity of such user T&Cs. In the event of contradictions between these Terms of Use and service contracts, these Terms of Use will take precedence as far as the use of KRONE Services is concerned.

1.3 Service contract, supplier relationship

If, in addition to the KRONE Services, other contracts are concluded between you and us or other companies of the KRONE Group (in particular those relating to the purchase or acquisition of certain products), irrespective of these Terms of Use, these are separate contractual relationships to which the provisions in these Terms of Use apply only to the extent that they are regulated.

Otherwise, the service contracts remain unaffected by these Terms of Use. They are subject to the terms and conditions of purchase of the KRONE Group or Maschinenfabrik Bernard Krone GmbH & Co. KG or Fahrzeugwerk Bernard KRONE GmbH & Co. KG (hereinafter: "KRONE-EKB ") or the other applicable terms and conditions of the service provider. You can retrieve the KRONE-EKB at www.krone.supply/control/cms/ekb.

1.4 Data exchange and cross-application use

KRONE Services are designed in such a way that they can be used across all applications via the central support. Some of the KRONE Services can be used automatically after registration, others must be activated manually, if required after separate authentication.

1.5 Access options and language versions

The central support can currently be accessed via the internet domain www.krone.supply. Some KRONE services may also be available as an app for mobile devices (e.g. smartphones).

The central support is available in several language versions (currently: German, English). The language version can be changed at any time on the start page or via "My settings".

2. Using the central support

2.1 Initial setup / registration as a supplier in the central support

We will set up your company as a supplier in the central support for the first time. Only then will you have access to the central support. The individual steps of this process are described in sequence below.

2.2 Applying for access

You can apply for supplier access to the KRONE supplier central support krone.supply via the link "Apply for access now" on the preview page. To do this, you need to enter your company, the associated KRONE company, the KRONE supplier number as well as a title, your first and last name, your email address and optionally your business telephone number.

The application for access is then checked on a case-by-case basis and access is subsequently authorised or refused if there is a corresponding reason.

2.3 Creating a user account

As soon as your company has been set up as a supplier in krone.supply, a user account can be created. A KRONE login is required to create a new user account (hereinafter: "user account"). To do this, a link will be sent to the email address you provided during your application; you can use this link to request a verification code. As soon as you have entered the verification code in the next step, you can assign a suitable password (see Point 2.5) and finalise the process after confirming the Terms of Use. When you register for the first time, you will be taken to a form to complete your profile. Here you can edit your data if required and then access the central support when you are logged in.

2.4 Accuracy, completeness of the information

All information provided in connection with creating and using the user account must be complete and correct. We will store the data you provide in our database and check it.

We reserve the right to refuse the creation of a user account at our reasonable discretion if there are justified reasons for doing so (e.g. incorrect information in the access application, multiple registrations, security concerns); we may require further evidence from you before making a final decision (e.g. regarding your main activity or any service contract).

When you have created your user account, you can log in to the central support using your password and user name (hereinafter jointly referred to as "central support access data").

2.5 Password security

For security reasons, you must choose a secure password. The system therefore requires passwords which contain at least eight characters, upper and lower case letters and at least one number and one special character. You can change your password at any time in your user account.

2.6 Responsibility for the central support access data

You are responsible for keeping your central support access data and your verification code safe. All actions taken in conjunction with your user account and/or your password are deemed to have been carried out by you or on your behalf with your authorisation. However, your responsibility for the misuse of your central support access data is limited to the extent that you have become the victim of unlawful attacks by third parties, for example by hackers, thieves or fraudsters, despite exercising reasonable care. The burden of presentation and proof for such circumstances lies with you.

As soon as you have any doubts about the confidentiality of your central support access data, you must change your password immediately and inform us accordingly if unauthorised activities have been carried out using your central support access data.

2.7 Keeping data up to date

You must also keep your user account details up to date at all times and correct them if required if relevant changes occur. You can either change your registration data in the central support yourself at any time or, if this is not possible (e.g. email address), we can change it for you if you contact us accordingly.

2.8 Central support mailbox

Each central support user receives their own central support mailbox. They can use it to receive and manage electronic messages from us. These are notifications about the KRONE Services used by the central support user. The central support user is occasionally notified via their email address stored in the central support as soon as messages are received in the central support mailbox. A central support user cannot send messages via the central support mailbox (e.g. to us or to other central support users). For urgent notifications, in addition to a message in the central support mailbox, an email is also sent to the business email address which you have stored.

2.9 Provision of information

In order to fulfil the contractual information obligations, it is agreed that KRONE may post messages to you in the central support mailbox. You must check your mailbox regularly, retrieve messages and respond to important information accordingly. The documents are stored in the mailbox for a period of 6 years. We are free to change the storage period. We will inform you of this within a reasonable period of time if required.

KRONE will still be authorised to send the relevant documents and notifications by alternative means (e.g. by e-mail or letter post).

3. Access to KRONE Services

3.1 Activation

In accordance with your user role (see Point 4.1), the KRONE Services activated for you are available to you via the central support. If the KRONE Services you require have not been activated for you, you can apply for access to the relevant KRONE Services via the central support. Please note that some KRONE Services are intended only for certain user roles and / or require a licence. You can remove individual KRONE Services by deactivating the corresponding accesses. You can manage your accesses via "My settings".

3.2 Changing the company / supplier

If you are a supplier for several KRONE companies, you have the option of changing the assigned company or supplier in the interface after logging in for the first time. This is indicated via the menu selection or the navigation tree at the side. The change is visualised by colours (so-called highlights), i.e. in blue or green.

4. User administration

4.1 Authorisations, user roles

Access to individual KRONE Services in the central support is regulated and defined by different user roles. The authorisations for KRONE Services, which we have already released, can also be withdrawn by us at our reasonable discretion.

4.2 Administrator

When your company has been newly set up in the central support, the first user created will be assigned an "Administrator" role after verification by the relevant KRONE department. This initial setup and the allocation of the corresponding authorisations are carried out exclusively by us. This also defines the functional scope of the KRONE Services.

In the role of administrator, you then have the option of independently adding users, rights and roles (see Point 4.3) or removing them in order to cancel the assignment or transfer or extend your administrator rights to another user. In the case of extending administrator rights, users, who are made an administrator by their administrator, will receive the full range of functions and companies.

4.3 Creating central support user accounts

As a registered central support user, you can create, manage and remove additional central support user accounts (e.g. for your own employees) within your user account as "Administrator" (hereinafter: "user"). This is done by entering the user's required data (name, email address, any other notes) and authorising the user to access the KRONE Services available to you.

The user's data must not already be registered for another user account. The user will be notified of the assignment request and must agree to it via an activation link sent to him/her with reference to these Terms of Use.

4.4 User

Other users have the option of using the KRONE Services available to their administrator and viewing the company data stored for them (possibly only in part). It is possible that the administrator and user have activated different functions for use. In particular, it is not necessary to have (first) activated certain functions as an administrator in order to make them available to (other) users.

4.5 Duty to inform and responsibility

If you, as a user or administrator, grant other persons access to your user account, you must inform them of the content of these Terms of Use and all other requirements before use and make them available to these persons unless they are already aware of them. They must continue to take sufficient care to ensure that these provisions are observed.

4.6 Usage block

KRONE may block central support access for one or more users if there are security concerns (see Point 6.2) or if we are authorised to terminate the User Agreement for good cause. In addition to the requirements listed in Point 11.2, this may also and in particular relate to a breach of one's own responsibility (Point 5.3) or of the regulation on rights of use (Point 7).

We will inform you in writing, in text form (e.g. by email), stating the relevant reasons, if possible before, but at the latest immediately after the block. Reasons may not be given if this would cause us to violate legal obligations (e.g. regulations on the protection of secrets or official requirements).

If the reasons for a block no longer apply, we will lift the block. You will also be informed of this immediately.

5. Free of charge, availability, responsibility

5.1 Free of charge

Unless expressly described otherwise, you can use the KRONE Services free of charge. In particular, registration on the central support is free of charge.

If individual existing KRONE Services are subject to a fee or licence or if future fee-based service offers are introduced, you will receive prior notification in accordance with Point 12 of these Terms and Conditions and you may only be able to use the relevant services after you have expressly declared your consent to the obligation to pay the relevant fees.

5.2 Availability

We do not assume any warranties beyond the warranty provided for in these Terms of Use (see Point 8) – neither expressly nor implicitly – in particular with regard to the availability of the KRONE Services, but nevertheless we will endeavour to ensure that availability is as uninterrupted as possible.

We also reserve the right to further develop the functions and utilisation options of the KRONE Services. We may need to update the KRONE Services from time to time for valid reasons, such as bug fixes, functional improvements, hardware compatibility, closing potential security vulnerabilities and similar cases. As these updates are also carried out in your interest, such reasonable updates are installed automatically and may restrict the availability of KRONE Services for a short time. Temporary restrictions in availability may also result from other maintenance work or force majeure.

5.3 Responsibility

We are responsible for the technical operation of KRONE Services and the secure storage of your data. We are only responsible for the transmission of data insofar as this takes place within this central support.

You are responsible for all requirements which are necessary on your side to access and use the KRONE Services, e.g. a sufficiently secure Internet connection as well as the relevant bandwidth, hardware and software which you use and the establishment of data connection points. You ensure that appropriate security devices are in place, such as virus scanners on your devices and other state-of-the-art measures.

6. Data protection

6.1 Notes on data protection

The data protection information (Art. 13 GDPR) for the use of KRONE Services is linked separately (in the footer of the website) and can be accessed at any time.

6.2 Safety measures

Your responsibility remains unaffected by our own responsibility under data protection law if you process personal data of third parties (e.g. your employees) via certain KRONE Services. In particular, you must set up and maintain state-of-the-art measures in your area of responsibility in accordance with Art. 32 GDPR.

7. Rights of use; licensing

7.1 Scope of use

You will be granted a non-exclusive, non-transferable and non-sublicensable right to use the KRONE Services in accordance with these Terms of Use. Any other use (e.g. circumvention of security mechanisms) is prohibited unless otherwise agreed in individual cases. Unless otherwise stipulated in other agreements with us, your rights of use in conjunction with the KRONE Services are limited to the term of the user relationship (see Point 11).

You must also refrain from doing anything that may impair the use of the KRONE Services, in particular the introduction of so-called Trojans, viruses, bugs, worms or other malware.

7.2 Prohibition of 'reverse engineering'

Any manipulation, copying, public reproduction, reverse engineering, disassembly or attempt to derive the source code of the KRONE Services or to modify it or use it to create derivative works is prohibited, unless permitted by mandatory, indispensable statutory provisions (§ 69d, § 69e UrhG) or permitted under these Terms of Use.

7.3 KRONE content

All content published via the KRONE Services, in particular data, texts, images, graphics, videos, logos and their presentation, including all intellectual property rights and know-how embodied therein (hereinafter collectively referred to as "KRONE content") may be used only in accordance with the applicable legal regulations, in particular in compliance with copyright laws.

In particular, the use of KRONE content on third-party websites and / or platforms without our prior written consent or that of the authorised parties is not permitted.

7.4 Third-party content

Insofar as you, as a central support user, are authorised to upload your own content to KRONE Services (e.g. by uploading documents) or transmit such content via KRONE Services (hereinafter jointly referred to as "Third party content"), you are prohibited from uploading such Third party content (including via links or frames) which violates applicable legal provisions, official orders or common decency. Furthermore, it is prohibited to post content which violates the rights of third parties, in particular copyrights or trademark rights, or which is misleading.

You are solely responsible for any infringements. We do not intend to adopt such content as our own and therefore reserve the right to block it immediately or, if possible, to delete it if it violates the above conditions; you will be informed of this.

7.5 KRONE licences

The KRONE Services do not grant you any rights of use to intellectual property rights such as copyrights, trademarks or patents or to our know-how or the know-how of other companies in the KRONE group of companies, unless expressly stated otherwise.

7.6 Granting of licence by the user

You grant us, free of charge, a non-exclusive right of use, unlimited in terms of subject matter, time and place, to any content (e.g. photos, texts) which you transmit to the KRONE Services for the purpose of use as intended within the framework of the KRONE Services and guarantee that you can also effectively grant rights of use to the third-party content which you transmit to the KRONE Services (see Point 7.4) to the extent specified in this section.

The right of use includes in particular the right to use, publish, reproduce and distribute the content in or via the system, sub-licensing, subletting, publication, reproduction using all technologies (including digital technologies), marketing, rental or transfer and making the third-party content publicly accessible. Compliance with applicable data protection regulations remains unaffected.

7.7 Disclosure to third parties

You must not pass on any content from KRONE Services to third parties (e.g. other companies) or use it for sending or presenting advertisements without our prior written consent.

8. Warranty; liability, indemnity

8.1 Warranty

We guarantee the functionality and operational readiness of the KRONE Services in accordance with the agreed quality and in accordance with these Terms of Use; however, we do not guarantee that the KRONE Services will function properly if they are not used under the intended conditions of use or are used in an improper manner. We cannot guarantee that the KRONE Services will function error-free under all circumstances and at all times and that no changes will be made to the KRONE Services over time (see also Points 5.2 and 5.3).

8.2 Liability of KRONE

We are liable to you for any damages and expenses incurred in conjunction with the use of the KRONE Services only in accordance with the following provisions. Our liability is otherwise excluded; this limitation of liability also applies in favour of our employees, legal representatives, vicarious agents and agents.

8.3 Restrictions

Notwithstanding the foregoing, we are liable without limitation

- a) in the event of intent or gross negligence;
- b) within the scope of a warranty expressly assumed by us;
- c) for culpable injury to life, limb or health;
- d) for the culpable breach of a material contractual obligation, the fulfilment of which is essential for the proper performance of the contract and on the observance of which the contractual partner may regularly rely ("cardinal obligation"), but in the case of simple (slight) negligence limited to the damage reasonably to be expected at the time of conclusion of the contract;
- e) for claims for damages on the basis of the Product Liability Act and Regulation (EU) 2016/679/EU (GDPR) or other mandatory statutory provisions, but only in accordance with the provisions therein.

Liability for loss of data is limited to the typical restoration costs which would have been incurred if regular backup copies had been made in accordance with the associated risk; this does not affect cases of unlimited liability.

8.4 Liability of the user

As a user, you are liable for all damages and expenses incurred by us as a result of or in conjunction with a culpable breach of these Terms of Use attributable to you. Please note in particular your responsibility in accordance with Points 2.5 and 4.3.

8.5 Indemnity

You will indemnify us, including our employees, legal representatives, vicarious agents and agents, against all claims, including claims for damages, asserted by other central support users or other third parties against us due to an infringement of their rights based on a use of the KRONE Services directly or indirectly attributable to you (e.g. via users or vicarious agents), in particular in the event of a breach of Point 7.

You will assume all required costs incurred by us due to such an infringement, including the reasonable costs incurred by us for legal defence. You are free to prove that we have incurred lower costs. Your aforementioned indemnification obligations do not apply if you can prove that you are not responsible for the breach of duty in question.

8.6 Duty to provide information

You must inform us immediately if other central support users or other third parties associated with you as a user assert claims in conjunction with the use of the KRONE Services after you become aware of such claims.

9. Information protection, confidentiality

9.1 Confidentiality of business secrets and other confidential information

You are obliged to treat as confidential all business secrets or other confidential information of any kind, obtained in the course of using the KRONE Services, which is not publicly known or publicly available and which we or other users of the central support make available to you, and to use it only in the context of the KRONE Services and their functions.

9.2 Involvement of employees and vicarious agents

If information is passed on to employees or other persons engaged by you as described above, they must be subject to the same confidentiality obligations as set out in these Terms of Use.

9.3 Exceptions to public knowledge

The obligation of confidentiality and restricted use does not apply to information which was demonstrably already known to you at an earlier point in time, was accessible to the public or subsequently became accessible to the public without you being responsible for this, or was made accessible at any time by a third party authorised to do so to your knowledge.

9.4 Legal exceptions to disclosure

In addition to the obligation set out above, you are authorised to disclose confidential information to your affiliated companies within the meaning of § 15 of the German Stock Corporation Act (AktG) to the extent required to enable the purpose of using the KRONE Services and / or the processing of any associated activities. You are also authorised to pass on confidential information to authorities, courts or other bodies and to make it accessible to the extent required, insofar as you are legally obliged to do so.

9.5 Duration of the confidentiality obligation

The duty of confidentiality laid down here will remain in force for a period of three years from the termination of the contract in accordance with Point 11. Other statutory provisions on the protection of information (e.g. in accordance with the German Trade Secrets Act) remain unaffected.

10. Transferability

10.1 Transfer of our rights and obligations

We are authorised to transfer our rights and obligations under these Terms of Use to third parties in whole or in part without your consent, in particular by assignment or change of ownership. We will ensure that the transfer does not affect your rights under this agreement and / or any service contracts.

10.2 Transfer of your claims

Claims relating to the use of the KRONE Services which you are entitled to assert against us may only be assigned to third parties with our prior written consent; we will not unreasonably withhold such consent. This does not apply if it is a monetary claim and the legal transaction which gave rise to the claim is a commercial transaction for both parties, or the debtor is a legal entity under public law or a special fund under public law.

11. Cancellation rights and termination of contract

11.1 Right of cancellation for central support users at any time

You can stop using the KRONE Services at any time without giving reasons by requesting that your user account in the central support be deleted. You can use the contact form provided to request deletion of your user account. The deletion of the user account is deemed to be a cancellation of the user relationship.

If the user account to be deleted is an administrator, this user should nominate another user who will take over the previous rights as administrator.

11.2 Extraordinary right of cancellation for KRONE

We may cancel the user agreement without notice if there is an important reason for doing so. This is the case if we cannot reasonably be expected to continue the contractual relationship until the agreed termination or until the expiry of a period of notice, taking into account all the circumstances of the individual case and weighing up the interests of both parties.

An important reason in our view is, in particular, if you have provided false information during registration or otherwise significantly violated these Terms of Use. If the important reason consists of a breach of duty, termination is permissible only after the unsuccessful expiry of a deadline set for correction or after an unsuccessful warning, unless this is exceptionally dispensable due to special circumstances.

An important reason may also exist if you no longer work for us as a supplier or if certain users have taken on a different role in your company and therefore no longer need to be active as users in the central support.

11.3 Notification

You will be notified of the deletion of your user account by a corresponding message sent to your registered email address.

11.4 Consequences of cancellation

Upon cancellation, the central support user's right to use the KRONE Services will expire and your user account will be deleted. Other agreements between you and us (e.g. service contracts) remain unaffected by a cancellation insofar as these do not require the use of KRONE Services.

If the administrator's user account is to be deleted, all users are also deleted unless the administrator role is transferred to a user (see Point 11.1). Users can only have their own user account deleted; an exception is the administrator who can independently delete user accounts which they have created. .

You can also re-register as a central support user at any time, unless we have cancelled your user account for an important reason (see Point 11.2).

12. Changes to the Terms of Use

Should we amend or supplement these Terms of Use (e.g. to fulfil legal requirements, technical requirements or to implement supreme court rulings), we will inform you of this well in advance, at the latest when you next log in to the central support via the central support mailbox. Before you can continue working with the KRONE Services, you must agree to the amended Terms of Use in individual cases, about which you will be informed separately; otherwise you can exercise your right of cancellation at any time (see Point 11.1).

13. Final provisions

13.1 Enforceability

Your obligations set out in these Terms of Use will remain effective and enforceable even if we partially and / or temporarily refrain from enforcing them or do not insist on their enforcement.

13.2 Form

The "written form" within the meaning of these Terms of Use has been observed if the written form or text form (e.g. email, fax, letter) or the electronic form (using an electronic signature service, e.g. Adobe Sign, DocuSign) is used.

13.5 Place of jurisdiction

If you are a merchant, a legal entity under public law, a special fund under public law or a central support user not domiciled in Germany, the exclusive place of jurisdiction for all legal actions and legal measures, regardless of their origin or legal grounds, in conjunction with these Terms of Use or service contracts (including with regard to their validity) will be in Spelle, Germany.

Other mandatory places of jurisdiction, which conflict with this place of jurisdiction agreement, remain unaffected.

13.6 Applicable law

These Terms of Use and any service contracts concluded in conjunction with them will be governed by German law to the exclusion of its conflict-of-law provisions and the UN Convention on Contracts for the International Sale of Goods. Insofar as mandatory national legal provisions exist for foreign users, these provisions remain unaffected.

13.7 Contractual language

The contractual language of these Terms of Use and any service agreements concluded within KRONE Services will be German, unless otherwise agreed.

If other language versions of these Terms of Use are made available, the German version will prevail. Any other language versions are merely informational translations for ease of use.

13.8 Priority of individual agreements

Any deviating individual agreements with you will take precedence over these terms and conditions.

13.9 Severability clause

Should any provision of these Terms of Use be or become invalid, this will not affect the validity of the remaining provisions.