

# Rittal – The System.

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## RiPanel Processing Center Terms of Use

Date: December 2023

### Preamble:

Rittal GmbH & Co. KG (hereinafter „Rittal“) operates on the website <https://apps.eplan.com/> the cloud-based application RiPanel Processing Center comprising multiple modules. These support the user in the production phase for control and switch cabinets. The application is only accessible to registered users and it can be run in a web browser. These RiPanel Processing Center Terms of Use (hereinafter „Terms of Use“) govern the use of the RiPanel Processing Center and the integrated modules. The user agrees to these Terms of Use as part of the registration process.

### 1. Conclusion of the contract, subject matter of the contract

- 1.1 Rittal grants the user the right to use the RiPanel Processing Center and the integrated modules to the extent granted to them by these Terms of Use. When one of the modules of the RiPanel Processing Center is activated, a user contract is concluded between the user and Rittal in accordance with these Terms of Use. These Terms of Use shall apply exclusively. The user's General Terms and Conditions shall not apply and are hereby explicitly excluded. The customer's General Terms and Conditions shall not become part of the contract even if EPLAN and or Rittal does not explicitly object to them.
- 1.2 Usage of the RiPanel Processing Center is subject to registration by the user. The user can give the following details: name, email, address, country. The user must provide true statements during the registration process.
- 1.3 The scope of services as well as a manual for the RiPanel Processing Center can be viewed by the user at the RiPanel Processing Center online help

### 2. Fees

- 2.1 Unless agreed otherwise, usage of the RiPanel Processing Center and the integrated applications is initially free of charge for the user. However, Rittal reserves the right to make usage of the RiPanel Processing Center or the integrated applications subject to payment of a fee.
- 2.2 The user will be informed in text form (by email) in good time (but at least two months before the begin of the chargeable period) that it will cost a fee to use the RiPanel Processing Center or its specific modules.
- 2.3 In the event that the RiPanel Processing Center and/or any integrated modules are subject to a fee, the user will be entitled to an extraordinary right of termination.

### 3. Type and scope of the services

- 3.1 Rittal provides all services of the RiPanel Processing Center in non-personified form. The user must access the RiPanel Processing Center from the website [www.eplan.com](http://www.eplan.com).
- 3.2 The user is responsible for connecting their devices to the RiPanel Processing Center and the hardware and software environment required for this, as well as for maintaining the online connection.
- 3.3 A specific availability of the RiPanel Processing Center shall not

be deemed to have been agreed upon. In particular, Rittal will also be entitled to undertake maintenance work on the RiPanel Processing Center at any time during operating hours. Rittal will endeavour to ensure that such maintenance work does not result in unreasonable restrictions for the user and to ensure a high level of availability of the RiPanel Processing Center.

- 3.4 The user is given access to specific geometry data for Rittal products in the layout library available in the RiPanel Processing Center. The user is entitled to reuse the digital data within the framework of these Terms of Use. However, it is solely up to Rittal to decide which digital data is made available to the user and in what form and to what extent. Rittal has taken the greatest possible care in compiling such data. However, it is not possible for Rittal to verify that the data is complete, accurate and up to date. It therefore cannot be excluded that some of the digital data may be incorrect, incomplete or not up to date. Rittal will not accept any liability for this or for the usability of the data or the fulfilment of specific purposes of use by the user.

### 4. Duties of cooperation of the user

- 4.1 The user must make sure that the RiPanel Processing Center and the integrated modules are used in a proper manner in accordance with these Terms of Use.
- 4.2 The user will make sure that they back up their data to the customary extent and at appropriate intervals. Insofar as Rittal provides the user with a data backup solution as part of the RiPanel Processing Center, the user will fulfil their obligation by using the data backup solution for its intended purpose.
- 4.3 If the RiPanel Processing Center is used as part of the usage of Rittal products at the user, the user must create and maintain the system requirements according to Rittal's instructions for using Rittal's products. The user will make sure that a functional and adequately dimensioned hardware and software environment is set up which is capable of handling the capacity and performance requirements of the RiPanel Processing Center.

### 5. Rights of use

- 5.1 Rittal grants the user the non-exclusive, non-transferable and non-sublicensable right, limited in time to the term of the user contract, to use the RiPanel Processing Center and the integrated modules to the extent granted to them by these Terms of Use. The user shall not be entitled to disclose the source code of the RiPanel Processing Center software or any of its integrated modules. The user is not permitted to make the RiPanel Processing Center, including any integrated modules, accessible to third parties, or to pass it on (a) for (complete or partial) transfer and/or (b) for licensing or sublicensing and/or (c) for the provision of services to third parties without the explicit prior consent of Rittal.



- 5.2** The user may not disclose their assigned access details for the RiPanel Processing Center to a third party. The user must keep these details protected against being accessed by third parties and change their personal password at regular intervals.
- 5.3** The RiPanel Processing Center is protected by copyright. Rittal is entitled to all rights to the RiPanel Processing Center and the integrated applications. Rittal is the sole owner of the original digital data.
- 5.4** The user may not remove, alter or otherwise suppress any of Rittal's copyright notices or marks.
- 6. Terms of payment**
- 6.1** Insofar as a fee is to be paid by the user to use the RiPanel Processing Center or the integrated modules, this shall comprise a separately determined usage fee.
- 6.2** Unless agreed otherwise, the remuneration shall become due upon receipt of the invoice.
- 6.3** Notification of an objection to the invoice sum must be given to Rittal in writing without delay, and at the latest within two weeks of receipt of the invoice.
- 6.4** If the payment deadline is exceeded, Rittal shall be entitled – without prejudice to all other claims – to charge interest at a rate of 5 percentage points above the base rate.
- 7. Liability**
- 7.1** Unless stated otherwise in these Terms and Conditions, including the following provisions, Rittal shall be liable in accordance with the statutory provisions in the event of any infringement of its contractual and non-contractual duties.
- 7.2** Rittal shall only be liable to pay damages, irrespective of the legal grounds, in the event of intent or gross negligence unless the law provides for liability even without culpability. Furthermore, Rittal shall also be liable in the event of a degree of culpability that falls short of Sentence 1 (minor negligence), but then only
- a) for damages, from injury to life and limb or health and
- b) for damages arising from the breach of a material contractual obligation, in which case Rittal's liability shall be limited to compensation for the foreseeable, typically occurring damage. A material obligation is an obligation, the fulfilment of which makes proper execution of the contract possible in the first place and the observance of which the user can justifiably rely upon.
- 7.3** The aforementioned limitation of liability shall not apply insofar as Rittal fraudulently conceals a deficiency or has assumed a separate guarantee for the quality of a service. The same shall apply to claims on the part of the user in accordance with the German Product Liability Act.
- 7.4** Insofar as liability on the part of Rittal is excluded or limited, this shall also apply to the individual liability of employees, representatives or vicarious agents.
- 7.5** In the event of a breach of obligation that does not comprise a deficiency, the user may only rescind or terminate the contract if Rittal is responsible for the breach of obligation. A right of termination on the part of the user independent of this is excluded.
- 8. Faults in the RiPanel Processing Center**
- 8.1** Rittal shall remedy any deficiencies in the RiPanel Processing Center and/or the integrated modules during the term of the contract within a reasonable period of time in accordance with its technical capabilities. The legal provisions shall apply in the event of any deficiencies.
- 8.2** The user is obliged to notify Rittal without delay about any faults in the RiPanel Processing Centers and/or the integrated applications after they have been discovered. The user shall undertake all measures that enable the faults or malfunctions and their causes to be identified and facilitate or accelerate their elimination, and in particular document any malfunctions that occur.
- 9. Term of contract, termination**
- 9.1** Unless otherwise provided, the user agreement on the use of the RiPanel Processing Center shall commence with the initial activation of the User in the RiPanel Processing Center and shall have a term of one year.
- 9.2** The term shall be extended by a further year in each case if the User Agreement is not terminated in writing within the meaning of Section 126 of the German Civil Code (BGB) with three months' notice to the end of the term.
- 9.3** The right of the Parties to termination of the user contract for a compelling reason shall remain unaffected.

- a) In particular, Rittal shall have be entitled to an extraordinary termination if the user is in serious breach of its obligations under these Terms of Use provided that a deadline for remedial action in accordance with Section 314 (2) German Civil Code (BGB) has expired to no avail.
- b) Rittal shall also have the right to an extraordinary termination if the user is in default of payment of the remuneration for two consecutive due dates or if the user is in default of payment of the remuneration for a period longer than two due dates to an amount equal to the remuneration for two months, and if a reasonable deadline set for the user for remedial action has expired to no avail.
- 9.4** Termination of the RiPanel Processing Center by the user shall not affect the user's account in the EPLAN Cloud portal. This account shall continue to exist and provide access to the free applications until the account is completely deleted by the user.
- 10. Changes to the services or Terms of Use**
- 10.1** Rittal will endeavour to improve the RiPanel Processing Center and the integrated applications and to provide the user with new functions. However, there is no entitlement to this.
- 10.2** Rittal reserves the right to adapt these Terms of Use in respect of changed legal or technical conditions as long as the functionality of the services for the user is maintained and the adaptations are merely insignificant with regard to the contractual rights and obligations of the Parties. The user shall be informed about such changes at least two months before the planned effective date of the changes.
- 10.3** Insofar as changes to these Terms of Use do not merely entail insignificant adaptations but significant changes to the functionality or the services and/or they affect the rights and obligations of the Parties under the contract, the user shall be entitled to object to the amendment within two months of receipt of the change notice and to terminate the user contract extraordinarily with effect from the end of the period of notice. If the user does not object, the changes shall be deemed to have been agreed when the deadline expires. The user shall be informed about their right of objection and the consequences in the change notice.
- 11. Rights of use, evaluations**
- 11.1** If new or modified contents are created to which an independent industrial property right can be established by processing digitally imaged products or work results (contents) of the contractual partner using the software provided by Rittal, the user shall be exclusively entitled to the results.
- 11.2** If the software is being used as a cloud-based application, Rittal will be permitted to record the way in which the software is used (e.g. operating steps, editing functions and the use of input fields) as well as the selected software and hardware configuration and to evaluate this information in a suitable manner. Rittal will use the findings obtained from the evaluation in a non-individualizable form to improve the user-friendliness, functional scope and performance of the software. An automated evaluation of contents or results within the meaning of Clause 11.1 shall only take place with the consent of the respective user and only for the purpose of extending the functionality of the software.
- 12. Final provisions**
- 12.1** All contractual relations between the Parties shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).
- 12.2** If the user is a merchant, the exclusive place of jurisdiction for all disputes arising from and in conjunction with the user contract shall be Rittal's registered office. However, Rittal shall also be entitled to initiate legal action at courts which have jurisdiction over the user.
- 12.3** Insofar as the written form is stipulated in these Terms of Use, this shall be upheld by observing the text form in accordance with Section 126b German Civil Code.



- 12.4** The General Terms and Conditions of the user shall not apply to these Terms of Use. This shall also apply if the General Terms and Conditions are not explicitly contradicted.
- 12.5** The Parties are aware that the underlying software for the RiPanel Processing Center and the integrated modules may be subject to export and import restrictions. In particular, licensing requirements may exist or the use of the software or related technologies may be subject to restrictions in other countries. The user shall comply with the applicable export and import control regulations of the Federal Republic of Germany, the European Union and the United States of America, as well as with all other relevant regulations. Fulfilment of the contract by Rittal shall be subject to the condition that the fulfilment is not hindered on account of national and international provisions of export and import legislation or other statutory provisions.

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