

General ENERCON GmbH Terms of Use (hereinafter referred to as GTU) for Internet services (SIP)

1. Agreement

- 1.1 Please read the following information carefully. By accessing the Service Information Portal (hereinafter referred to as "SIP") and its contents you hereby declare that you understand and accept the legal terms and conditions listed below.
- 1.2 If any parts of the following terms do not or no longer correspond to the current legal situation, the remaining sections of the GTU remain valid without restriction.

2. Access

- 2.1 The customer is able to access the services after having entered his/her user name and password ("access code"). ENERCON reserves the right to modify existing access codes or introduce new ones.
- 2.2 The customer is responsible for keeping his/her access code confidential and must ensure that it is not kept in an unsafe place or saved on the access computer.
- 2.3 The customer is not allowed to pass his/her access code on to third parties without obtaining prior written authorisation from ENERCON.

3. Usage and data security

- 3.1 The customer is obliged to take all necessary measures to ensure that no unauthorised access is gained to ENERCON systems via the customer's internet portal or other networks, that no programs are manipulated, that no computer viruses infiltrate the system or that system and network security are not affected by any other unauthorised means.
- 3.2 The customer alone is responsible for safeguarding his/her access codes to the provided Internet services and is liable for any damage incurred as a result of any misuse of these. It is strictly forbidden to tamper with system and network security. Moreover, it is not allowed to access, evaluate, monitor, scan or use system and network elements without authorisation or to falsify control information (e.g. TCP/IP address) or control unit information (address data) in any manner.
- 3.3 ENERCON reserves the right to immediately block the customer's SIP access and delete its contents if the customer or a third party, who has used the customer's access data, violates the abovementioned rules or if ENERCON has reason to believe that such violation will take place in the future. ENERCON reserves the right to inform the responsible authorities about such violation and co-operate with them.
- 3.4 ENERCON reserves the right to claim for damages against the customer.
- 3.5 The customer alone is responsible for any disclosure of data.
- 3.6 The customer shall immediately inform ENERCON Customer Services of any changes concerning customer data.

4. Liability

- 4.1 The customer may not claim for damages against ENERCON if customer access has been blocked or data has been deleted. The same applies in the case of a temporary breakdown of Internet services.
- 4.2 ENERCON does not guarantee that the customer can use the Internet services from all computers.
- 4.3 ENERCON reserves the right to modify and improve Internet services, the website, the type of access or individual items of the content at any time and without prior notice.

- 4.4 ENERCON takes all efforts to provide current, accurate and complete information and data. However, errors and/or data and measurement deviations cannot be completely ruled out. ENERCON assumes no liability for the accuracy, updatedness and completeness of the available information. ENERCON also does not assume any responsibility concerning the use and usability of the data. Any claims whatsoever against ENERCON on the grounds of material or immaterial damage caused by access to their website or resulting from the use/non-use of the displayed information or due to technical errors on the website are ruled out.

5. Data protection

ENERCON attaches great importance to adhering to data protection regulations. Consequently, any personal information is treated as confidential and is not passed on to third parties. ENERCON takes great care to prevent unauthorised access, loss, falsification or other misuse of its databases.

6. Place of jurisdiction – Applicable law – Place of performance

- 6.1 If the customer is a "full merchant" (Vollkaufmann) as defined by German commercial law, ENERCON's business location shall be the place of jurisdiction. However ENERCON has the right to sue the customer in the court of his domicile.
- 6.2 The applicable law for these GTU and the entire legal relations between the customer and ENERCON is the law of the Federal Republic of Germany.
- 6.3 If no other contractual agreements have been made, the place of performance is ENERCON's registered place of business.

Last updated September 2011, subject to change