



# General Terms and Conditions of Use for the BÄR CARGOLIFT App (Cargo App)

## (1) BÄR CARGOLIFT app services and technical requirements

- (a) Gerd Bär GmbH, Pfaffenstr. 7, D-74078 Heilbronn, Germany (hereinafter: "**BÄR**"), is the provider of an app (hereinafter: "**Cargo App**") for use with BÄR CARGOLIFTS, which makes remote control and other product and use related functions available to app users.
- (b) The use of the added value services presumes that **the** app user has consented to the present General Terms and Conditions of Use.
- (c) The costs for the use of the Cargo App and for the connection to the internet shall be borne by the user of the device on which the Cargo App is installed.

## (2) Scope of these General Terms and Conditions of Use

- (a) The present General Terms and Conditions of Use shall apply to the use of the Cargo App. These General Terms and Conditions of Use shall be retrievable at any and all time at no charge on-line at [www.baer-cargolift.de](http://www.baer-cargolift.de) and can be saved and printed out by the users in a reproducible form. These General Terms and Conditions of Use shall be exclusively applicable. Any terms and conditions of users contrary hereto are expressly precluded. These General Terms and Conditions of Use shall be deemed to be acknowledged by users at the latest when they execute the Cargo App. Any deviations or supplements by users regarding the present General Terms and Conditions of Use shall be acknowledged by BÄR only if and provided that BÄR has expressly consented to the validity of any such deviation(s) in writing upon the execution of the agreement.
- (b) Upon the execution of the agreement, no verbal side agreements exist. In individual cases, individual agreements expressly made by BÄR and a user (including side agreements, restatements of and amendments to these terms and conditions of business) shall in any event have priority over these General Terms and Conditions of Use, provided that they were caused after the execution of the agreement.

## (3) Costs

The Cargo App can be downloaded from the iTunes App Store at no charge.



**(4) Use permitted only in the latest version; change to the scope of services**

- (a) The Cargo App is to be used at all times in the latest version.
- (b) BÄR shall be authorized at any and all times to change the scope of services of the Cargo App.

**(5) Permitted Scope of Use**

- (a) The Cargo App is software to which BÄR reserves all rights, including but not limited to, the copyrights. Users shall be granted a non-exclusive right to use the delivered Cargo App. The right to use such shall terminate as soon as a new version of the Cargo App is offered to users. The Cargo App shall be made available solely for use on a smart phone or tablet. Use over and above such or the dissemination of the Cargo App to third parties is hereby prohibited. The granting of sub-licenses shall not be permitted.
- (b) Users may reproduce the Cargo App only to the extent permitted by law (back-up copy as contemplated under § 69 d para. 2 *Urheberrechtsgesetz* (the Copyright Act, hereinafter: "**UrhG**")) and may use said app only as provided for under § 69 para. 3 UrhG. The decompilation of the Cargo App is expressly prohibited, unless otherwise prescribed under statute § 69 e UrhG, and may be done only with the express written consent of BÄR. Modifying, processing, or adapting the Cargo App shall require in any and all cases the express written consent of BÄR.
- (c) Users shall be obligated not to remove any maker's marks including, but not limited to, copyright marks, or not to change such without the prior express and written consent to do so.

**(6) Liability**

BÄR is a provider of app services. BÄR shall be liable to the extent that BÄR or the managing employees or auxiliary agents of BÄR have—with malicious intent or gross negligence—caused damages while said services were being rendered.

**(7) Choice of Law**

The agreement shall be governed by German law under preclusion of UN purchasing law.

**(8) Venue**

The exclusive venue for any legal disputes arising from this agreement shall be the city in which we have our seat, Heilbronn, Germany, if



- (a) the buyer is a merchant;
- (b) the buyer does not have any general legal venue within the territory of the Federal Republic of Germany; or
- (c) the buyer is a legal person as contemplated under public law.