

# Site Policies

## of the company Broekema Beltway USA, Inc.

(Version November 01, 2017)

### 1. Area of application

Information, downloads or documentations on our website apply to our companies of the JAEGER Group (in the following also referred to as „JAEGER“). The data were carefully compiled and the content made available serve only for the purpose of information and are not legally binding.

A use of the Websites offered by JAEGER (in the following also referred to as „JAEGER Website“) is only allowed on the basis of these provisions. By initiating the use of the JAEGER Website or by logging in, the User accepts these general conditions (Site Policies) of the Broekema Beltway USA, Inc. in its actually valid version. In individual cases these conditions may be supplemented, modified or superseded by further conditions e.g. for the purchase of products and/or services (with the approval of the User, to the extent that is legally required).

In the case of Web offers aimed at companies, such companies are represented by the relevant User and must assume that the User has appropriate knowledge and acts accordingly.

### 2. Services: Information

JAEGER maintains on its Website specific information (if necessary with documentation, film portraits etc.) for viewing or downloading. JAEGER may at any time discontinue the Website completely or partially. Due to the nature of the Internet and computing, JAEGER cannot give any warranty for the uninterrupted availability of its Website.

### 3. Right of use, Obligations of the User, Copyright

The use of the information, documentation as well as a film material provided on the JAEGER-Website is subject to these conditions. In using the Website copyrights, rights of trademark and to a name as well as other copyrights of third parties have to be respected. Protected are all Websites of the JAEGER Group including pictures and brands.

The User undertakes not to misuse the Services, in particular

- not to bypass any security measures implemented by the information services,
- nor to use any devices or run any applications which result in, or may result in, damage to the systems or malfunction of the JAEGER Website , in particular as a result of modifications to the physical or logical structure of the servers or the network of the JAEGER Group or other networks;
- nor to integrate the information services, in whole or in part, into other Web content, whether

private or commercial; nor to utilize the services for commercial profit,

- nor to harm persons, in particular minors, infringe their personal rights or breach public morality in its manner of use.

In addition, the User is granted an at any time revocable, non-exclusive and non-transferable right to use the information made available on the JAEGER Website to the extent agreed to, or, in the absence of such agreement, to the extent that such use complies with the purpose pursued by JAEGER when making said information available. The information may not be distributed by the User to any third party at any time nor may it be leased or in any other way made available. Unless otherwise permitted by compulsory legal provisions, the User may not modify the information nor may he take excerpts from them. The information is protected by copyright laws and by international copyright treaties as well as by other laws and agreements related to intellectual property. The User shall comply with these rights; in particular he will not remove alphanumerical identification, trademarks, and copyright marks from either the information or the documents.

### 4. Login area: Registration, Password, Withdrawal

The login area of the JAEGER Website is protected by a password. In the interest of safety and security of business transactions, only registered Users may access this page. A claim to be registered cannot be raised. JAEGER in particular reserves the right to subject previously freely accessible Web pages to a registration obligation. The access permit may be revoked at any time by blocking the access data without being required to give reasons. This is particularly the case,

- if the User has made false statements for the purpose of registration,
- violated these Terms of Use or neglected its duty of care with regard to User Data
- violated any applicable laws in the access to or use of the JAEGER Website or
- did not use the JAEGER Website for a longer period.

For registration the User shall give accurate information and, where such information changes over time, update such information without undue delay to JAEGER. The User shall ensure that its e-mail address, as supplied to JAEGER, is current at all times and an address at which the User can be contacted.

Upon registration the User will be provided with a User ID and a password ("User Data"). On first access the User shall promptly change the password received from JAEGER into a password known only to the User. The User Data allows the User to view or change its data or, as

applicable, to withdraw or extent its consent to data processing.

The User shall ensure that his User Data is not accessible by third parties and he is liable for all transactions and other activities carried out under his User Data. At the end of each online session, the User shall log-off from the password protected websites. If and to the extent the User becomes aware that third parties are misusing its User Data the User shall notify JAEGER thereof without undue delay in writing. After receipt of the notice, JAEGER will deny access to the password-protected area under such User Data. Access by the User will only be possible again upon the User's application to JAEGER or upon new registration.

The User may at any time in writing demand the deletion of his registration as long as the deletion is not in opposition to ongoing contractual relationships. In this case JAEGER shall delete all User data and all other stored personal data of the User as soon as these data are no longer required.

#### **5. Liability**

For the contents of the JAEGER Website including the information which were made available free of charge, a liability for defects of quality and defects of title in particular for their accuracy, freedom from errors, freedom from third party proprietary rights and copyright, completeness and/or usability shall be excluded - save in case of intent or gross negligence and where legally permissible. The User alone is responsible for the use of the JAEGER Website. The information may include specifications or general descriptions of technical possibilities of products which in individual cases (e.g. for reasons of changes in products) may not always be available. The required performance specification of the products should therefore be contractually agreed in the individual case.

#### **6. Links to websites of third parties**

The JAEGER Website contains links to the websites of third parties. JAEGER does not accept any responsibility for the contents of such websites nor does JAEGER make the contents of such websites its own.

#### **7. Cookies, Sending messages to JAEGER ([info@jaegergruppe.de](mailto:info@jaegergruppe.de)), Web analysis Google-Analytics**

The JAEGER Website uses so-called Cookies. Cookies are text files which are placed on the User's computer and stored by the browser of the User to ensure a user-friendly, effective and safe use of the Website. Cookies contain no personal data; these text files do not damage the User's computer and do not contain viruses. The User can disable the Cookies at any time through the cookie deactivation menu of its browser. However, it should be noted, that parts of our pages will not work in an optimal manner if the Cookies function is turned off.

If the User sends an E-Mail from the contact section of the JAEGER-Website then these data are transferred unencrypted. JAEGER does not accept any liability for the confidentiality nor integrity of the contents of the Email.

The JAEGER Website uses as web analysis service the program Google-Analytics on PHP Basis. Also this web analysis tool uses Cookies which allow a user analysis of the website. These data derived therefrom are transferred

to a Google server and saved there for evaluation purposes, compilation of reports about the website activities and for the furnishing of further services being connected with the use of the Website and the Internet. Where appropriate, these data will also be transferred to third parties where this is legally required by law or as far as third parties process these data on behalf of Google. The IP address of the User will not be documented nor associated with other data held by Google. By using the JAEGER Website the User agrees to the processing of the data collected by Google-Analytics for the purpose mentioned above.

#### **8. Data protection**

In collecting, using and processing personal data of the User of the JAEGER Website, JAEGER complies with the applicable provisions of law on data protection.

#### **9. Severability clause, Applicable law, Place of jurisdiction**

Insofar as parts or individual phrasings of the terms of use do not correspond to valid law in force, all other elements of these terms of use remain unaffected by them. The ineffective provision should then be replaced by a valid one, the content of which comes as close as possible to that of the original provision. The same shall apply in case of an unrecognized regulatory gap and if the basis of transaction ceases to exist.

Place of jurisdiction is Pine City, Minnesota. These terms are subject to the law of the State of Minnesota, U.S.A. and shall apply – if applicable – including the UN Convention on Contracts for International Sale of Goods dated 11 April 1980 (CISG).