

General Terms of Use (GTU) of ENERCON GmbH for Internet Services (Online Shop)

Agreement

Please read the following explanations carefully. By accessing the online shop and the contents contained therein, you declare that you understand and accept the following legal information.

Communication

For contractual purposes, ENERCON will always communicate all consents, notices, disclosures and other communications electronically, unless mandatory applicable law requires a different form of communication.

Access

Access to the online shop will be granted in each case after the customer has legitimised itself by means of a user name and password ("access code"). ENERCON reserves the right to change the existing access codes or to introduce new ones.

The customer must keep his access codes secret from third parties and may not store them unprotected or save them on his access computer.

The customer is not entitled to pass on his access codes to third parties without the prior written consent of ENERCON.

Third-party suppliers

ENERCON allows third party suppliers to list their products on the website. The contract that comes into being when corresponding third-party articles are sold is concluded exclusively between ENERCON and the customer. ENERCON becomes the contractual partner.

Use and data security

The customer is obliged to take all necessary measures to ensure that ENERCON's systems are not accessed via his internet access or other networks that programs are not manipulated, computer viruses are not introduced, or that system security is not impaired in any other unauthorised way.

The customer is solely responsible for any use of access to the online shop via his access code and is liable for any damage resulting from misuse of his access. Any impairment of the system security is prohibited. In particular, it is prohibited to access, evaluate, scan or in any other way use data or systems without permission.

ENERCON reserves the right to block the customer's access with immediate effect and to delete the contents if the customer or a third party who has used the customer's access data violates the above provisions or ENERCON has reason to assume such a violation in the future.

All claims for damages on the part of ENERCON against the customer are expressly reserved.

The customer is solely responsible for any disclosure of data.

Changes to customer data must be communicated by the customer to ENERCON without delay and without being requested to do so.

Liability

Any liability for damages on the part of ENERCON towards the customer resulting from blocking or deletion of access or data is excluded.

If ENERCON makes changes to the website, the manner of access or to individual contents, ENERCON will inform the customer thereof within a reasonable period of time and point out the rights to which the customer is entitled. The customer has the option to close his customer account at any time. If any amendment proves to be invalid, void or for any reason unenforceable, the validity and enforceability of the remaining amendments or conditions shall not be affected thereby. Notwithstanding the foregoing, ENERCON reserves the right to make such changes at any time.

ENERCON makes every effort to ensure that the information and products offered are always up-to-date, correct and complete. Nevertheless, the occurrence of errors cannot be completely ruled out. Any liability claims against ENERCON for material or immaterial damage resulting from access to ENERCON's website or from the use or non-use of the information presented or from technical faults on the website are excluded.

Copyright and database rights

All content included in or made available through the ENERCON online shop, such as text, graphics, logos, button icons, images, digital downloads and data compilations, is the property of ENERCON or third parties supplying content or making it available on the website and is protected by international copyright and database right laws. The entire stock of content contained in or made available through the ENERCON online shop is also the exclusive property of ENERCON and is protected by international copyright and database right laws.

The customer may not extract and/or reuse any parts of the ENERCON online shop without the express written consent of ENERCON. In particular, the customer may not utilise any data mining, robots, or similar data gathering and extraction tools to extract (whether once or many times) any substantial parts of the ENERCON online shop for re-use without the express written consent of ENERCON. Furthermore, the customer may not create and/or publish its own database containing substantial parts of an ENERCON online shop (e.g. prices and product information) without ENERCON's express written consent.

Furthermore, ENERCON's graphics, logos, headers, button icons, scripts and service names contained in or provided by the ENERCON online shop constitute trademark and labelling rights of ENERCON. ENERCON's trademark and labelling rights may not be used in connection with any product or service that does not belong to ENERCON. All other trademarks and marks not owned by ENERCON that appear in the ENERCON online shop are the property of their respective owners.

Data protection

ENERCON attaches great importance to compliance with data protection regulations. Accordingly, personal data is treated as strictly confidential and is not passed on to third parties. ENERCON endeavours to protect its databases against unauthorised access, loss, falsification or other misuse.

Place of jurisdiction - choice of law - place of performance

If the customer is a registered trader, the place of jurisdiction is ENERCON's place of business; ENERCON is, however, also entitled to sue the customer at the court of his place of residence.

The laws of the Federal Republic of Germany shall apply to these Terms and Conditions and the entire legal relationship between the customer and ENERCON.

Should parts of the above terms and conditions not or no longer comply with the applicable legal situation, the remaining parts of these GTU shall nevertheless remain valid without restriction.

Unless otherwise stipulated in other contractual agreements, the place of performance shall be the registered office of ENERCON.