

**GENERAL CONDITIONS OF USE OF THE MYKUHN INTERNET PORTAL**  
(Last update: February 7<sup>th</sup>, 2023)

**ARTICLE 1: Purpose**

The purpose of these General Conditions of Use (hereinafter referred to as the "GCU") is to provide a legal framework for the terms and conditions of use by the Internet User/User of MyKUHN and its services.

These conditions apply to:

KUHN SAS, a simplified joint stock company with a share capital of EUR 19,188,000, registered in the SAVERNE Trade and Companies Register under number 675 580 542 and whose registered office is located at 4 Impasse des Fabriques, 67700 SAVERNE (France), or any other company belonging to the KUHN Group (hereinafter referred to as "**KUHN**")

AND

Any natural person or legal entity accessing MyKUHN and/or using the MyKUHN services set out in Article 4 below.

They constitute the general principles of use of MyKUHN on the one hand and its services on the other hand. Where necessary, they are supplemented by the general conditions of use specific to each KUHN CONNECT digital tool.

**ARTICLE 2: Acceptance of the GCUs**

The use of MyKUHN and its services by the User implies the latter has read, understood and accepted without reservation these GCUs.

The User's acceptance has been established by his/her electronic signature and validated by the "validation click" when registering on MyKUHN. This validation click has the same legal value as a handwritten signature between the parties. Through this procedure, the User acknowledges that he/she has fully understood and agrees, without reservation, to all of the conditions set out below.

These GCUs are accessible at any time on MyKUHN and shall take precedence, where necessary, over any other previous version or any other contradictory document.

**ARTICLE 3: Amendments to the GCU**

KUHN reserves the right to update and amend the clauses stipulated in these GCU at any time. Said amendments are then enforceable against the Users upon validation of the updated GCU.

In the event of an update of the GCU, the User shall be asked, following this amendment, to read and accept the new GCU when connecting to his/her User Account in order to continue to access and/or use the MyKUHN services set out in Article 5 of the GCU.

The latest updated version will be available for consultation and download in your account, under the heading "my use and me".

**ARTICLE 4: Definitions**

The purpose of this clause is to establish the various essential terms of the contract:

- **User Account:** refers to the account to which the User must connect, following its creation, in order to consult and modify his/her User Content and to access the MyKUHN services set out in Article 5 of the GCU.
- **Equipment:** refers to a machine or equipment of the KUHN brand.
- **Dealers:** refers to KUHN dealers and distributors located in France or abroad.
- **User Content:** refers to information sent by the User via MyKUHN.
- **Registration:** refers to the creation of a User Account by an Internet User. It is necessary to create a User Account and access MyKUHN services as set out in Article 5 of the GCU.
- **User ID:** refers to the User ID and password selected by the User upon Registration which are necessary in order to connect to his/her User Account.
- **Internet User:** refers to any natural person or legal entity accessing MyKUHN whether a User or not.
- **Terminal:** refers to the following equipment: computers, smartphones, tablets.
- **User:** refers to any person acting in a professional capacity who uses MyKUHN or one of the services offered on MyKUHN as set out in Article 5 of the GCU.

## **ARTICLE 5: MyKUHN services**

### **5.1 MyKUHN services**

Subject to registration in accordance with the terms set out in Article 6 below, KUHN gives the User free access to MyKUHN and offers the following services \*:

- Commercial offers
- Expert articles (news and advice)
- Presentations (catalogues, etc.) of KUHN equipment parts
- Selection of KUHN equipment parts for ordering and purchasing from dealers outside of MyKUHN
- Management of KUHN and consultation of associated documents
- Information about upcoming local and national events organised by KUHN and its Dealer network
- Checking the availability of KUHN spare parts with Dealers selected by the User alone and the creation of a basket of spare parts sent to the Dealer of his/her choice
- KUHN CONNECT digital tools according to the subscriptions taken out, where applicable

\*available in various countries

Ordering and purchasing services are not available on MyKUHN

Consequently, KUHN is not a party to negotiations, transactions and/or contracts which may take place between a User and Dealer and these negotiations, transactions and/or contracts shall not, under any circumstances, be governed by these GCUs.

### **5.2 Access to MyKUHN services**

The MyKUHN services set out in Article 5.1 of the CGU are accessible to Users who have previously registered by creating a User Account.

To access the MyKUHN services set out in Article 5.1 of these GCU, the User must connect to his/her User Account using his/her User ID.

For KUHN CONNECT digital tools, which are subject to subscription where applicable, the User must enter the activation code obtained to access the tools.

Applications or software from third party suppliers (such as CCI, Agrirouter, etc.) are required to use certain KUHN CONNECT digital tools. Where applicable, the User will have to create an account or enter into a contract with the third-party provider to use the functionality of the third-party application or software. As the present General Conditions are independent of any contractual relations the User may have with these third-party software or application suppliers, KUHN cannot be held liable in the context of these relations.

The sections of MyKUHN which are accessible without having to create a User Account may also be consulted by any Internet User.

## **ARTICLE 6: Registration and creation of a User Account**

Registration is a prerequisite for the use by the User of the MyKUHN services set out in Article 5 of these GCU.

### **6.1 Eligibility**

Registration is open to natural persons or legal entities acting in a professional capacity, owners and/or users of at least one piece of KUHN\* brand Equipment, on condition that, in the case of natural persons, they were an adult when the User Account was created.

Any person registering on behalf of a legal entity declares and guarantees that he/she has the capacity, power and authority to register.

**\* the date of manufacture is less than 20 years at the time of registration of the Equipment.**

### **6.2 Duration of the account**

As soon as the Registration has been carried out, the account is created for an indefinite period subject to suspension or deactivation of the account at KUHN's initiative, in particular due to a fault on the part of the User or a failure to comply with these GCU and/or an interruption of MyKUHN or its services.

However, the User has the right to delete his/her account on his/her own initiative by making a notification via the MyKUHN "Contact us" section. The User is informed that by deleting his/her account, he/she will be unable to access the KUHN CONNECT digital tools that he/she has subscribed to. Moreover, it will prevent KUHN from providing the associated services.

### **6.3 Registration procedure and the creation of a User Account**

To register, the Internet User must fill in the registration form available on the home page under the heading "Create an account" and choose the User ID that will enable him/her to connect to his/her User Account.

Please note, the fields in the form marked with an asterisk must be filled in by the Internet User. If he/she does not fill in these fields, the Internet User will not be able to finalise the creation of his/her User Account or access the MyKUHN services set out in Article 5 of the GCU.

The Internet User acknowledges that his/her User ID is strictly personal and confidential and that he/she is responsible for ensuring the security and confidentiality of this information. Consequently, KUHN cannot be held liable for any usurpation of an account and/or fraudulent access to the User's Account that is not of its own making.

The Internet User must immediately inform KUHN in writing of any fraudulent use of his/her User ID of which he/she is aware.

To finalise his/her Registration and create his/her account, the Internet User must read, understand and accept these GCU and tick the box "*I have read and accept the GCU without reservation*".

#### **6.4 Accuracy of information provided**

The User undertakes to provide only accurate and up-to-date information. The User is responsible for keeping his/her information up to date by adjusting the settings of his/her User Account.

Failure to do so may result in the User not being able to take advantage in full of the MyKUHN services. Moreover, where necessary, their account may be deleted by KUHN without notice or compensation.

KUHN shall not, under any circumstances, be held liable for the User's failure to take advantage of the MyKUHN services set out in Article 5 of the GCU due to the communication of obsolete or erroneous information when registering or when updating their User Account.

#### **ARTICLE 7: Access to MyKUHN**

MyKUHN is accessible free of charge via any Terminal to any Internet User who has access to the Internet.

All costs incurred by the Internet User to access MyKUHN (computer hardware, software, Internet connection, etc.) shall be borne by the user.

KUHN shall do its utmost to ensure that the User has constant and high-quality access to MyKUHN, subject to any maintenance necessary for its correct operation, breakdowns or other interventions or any case of force majeure or unforeseeable and insurmountable act by a third party. As the obligation is an obligation of means, KUHN does not undertake to achieve this outcome. Moreover, it shall not be held liable for any interruption, malfunction, or lack of accessibility to MyKUHN and its services or its server.

The User acknowledges and accepts that KUHN may be required to interrupt access to MyKUHN and/or all or part of its services at any time and without notice.

KUHN shall not be held liable for any event due to a case of force majeure resulting in a malfunction of the network or server.

Access to MyKUHN services may be interrupted, suspended, or modified at any time without notice for maintenance purposes or any other reason.

Consequently, the User undertakes not to claim any compensation following the interruption, suspension, or modification of MyKUHN.

The Internet User/User can contact KUHN via the MyKUHN "Contact us" section.

#### **ARTICLE 8: Intellectual property**

The general structure of MyKUHN, as well as the related elements and content and, without this list being exhaustive, the brands, logos, signs, texts, graphics, images, sounds, videos and any other content are the property of the KUHN group or of third parties who have the right to reproduce them on MyKUHN and are protected by the Intellectual Property Code.

None of the provisions in these GCU may be interpreted as a right to grant the User any licence or transfer of the intellectual property rights of KUHN group.

Any partial or total use or, without this list being exhaustive, any reproduction, representation, modification, deletion, downloading, copying, alteration, distribution, transmission, translation, broadcasting, sale, rental, de-compilation of the contents and services offered on MyKUHN by any means whatsoever without the prior written approval of KUHN is strictly forbidden and is likely to constitute an infringement within the meaning of Articles L335-2 et seq. and L713-2 et seq. of the Intellectual Property Code.

## **Article 9: MyKUHN content**

### **9.1 Hypertext links**

KUHN has no control over external hyperlinks published on MyKUHN and as such cannot, under any circumstances, be held liable for the content of third-party websites accessible via these links.

### **9.2. Modification of content**

The information, documents and other content published on MyKUHN are from sources that are considered as reliable. However, except for technical documents from KUHN sources, KUHN does not guarantee their reliability and cannot be held liable for any inaccuracy in their content. This information, documents and any other content are provided for information purposes only.

KUHN reserves the right to update and correct any technical, typographical or other inaccuracies in this information and/or material after becoming aware of such inaccuracies.

The content published on MyKUHN may be modified at any time and may be subject to updates, which the User/Internet User acknowledges and accepts.

### **9.3. Use and publication of content**

The use of the information available on MyKUHN is under the full and sole responsibility of the User, who assumes all consequences that may arise from it, without KUHN being held liable in this respect and without any possible recourse against the latter.

KUHN cannot be held liable for any damage of any kind resulting from the interpretation or use of information and other content published on MyKUHN.

Furthermore, the User accepts the characteristics and limits of the Internet and acknowledges that he/she is solely responsible for the use of the data he/she publishes, transfers or reproduces on the Internet.

Finally, the User acknowledges that KUHN cannot be held liable for any damage associated to the risks of using the Internet, nor for any potential consequences for the Internet User or third party.

## **ARTICLE 10: Personal data**

The personal data collected in the context of the use of MyKUHN is processed by KUHN, the data controller, for the following purposes: registration, management and monitoring of the User Account and the availability of spare parts from Dealers, offering and subscribing to digital tools, performing solicitation operations, canvassing and commercial information, drawing up sales statistics, satisfaction surveys, provision of personalised services on MyKUHN and optimising the browsing experience.

The processing of the Internet User's personal data has been declared to the CNIL under number 2088171.

If the User's data should change (such as name, address), the User undertakes to update this data as soon as possible.

The data shall be kept for the period necessary to satisfy the aforementioned purpose, unless a longer retention period is authorised or imposed by virtue of a legal regulatory obligation.

Subject to obtaining any consent from the Internet User/User that may be required by personal data regulations, KUHN may transfer and communicate certain personal data of the Internet User to the following recipients, who may be located outside the European Union:

- the Dealers;
- other companies in the KUHN group.

These data transfers are carried out in compliance with KUHN's policy on the protection of personal data and for the purposes of processing the request or commercial prospecting, or for the recipients' own purposes.

In accordance with the law in force and in particular the European Regulation 2016/679 of 27 April 2016 on the protection of personal data, the User has a right of access, rectification, opposition, and other rights arising from the General Data Protection Regulation of 27 April 2016 regarding his/her personal data. He/she also has the right to lodge a complaint with the competent supervisory authority.

To exercise these rights, the User is invited to consult KUHN's policy on the protection of personal data [here](#).

In terms of prospection or the communication of commercial information, it is up to the User to select his/her preferences at any time regarding the MyKUHN newsletter and KUHN information by checking or unchecking the options in the account settings.

The Internet User/User is informed that KUHN uses cookies to ensure the best possible browsing as well as to propose personalised offers and services, and generate statistics on visits in order to improve the MyKUHN experience. The Internet User/User has control over the options he/she wishes to activate.

Details of the use of each of these cookies can be found in the privacy policy [here](#).

## **ARTICLE 11: Liability**

### **11.1 Liability of KUHN**

KUHN offers the User the possibility to check the availability of a spare part with Dealers selected solely by the User. This information is provided for information purposes only and does not engage the liability of KUHN. The User can put together a basket of spare parts and send it to the Dealer of his choice. This basket is not an order from KUHN. The processing of the order by the Dealer is at the latter's sole discretion and does not engage in any way the liability of KUHN which shall not be party to any negotiation or contractual relationship between the User and the Dealer.

Consequently, KUHN is not obliged to intervene in any disputes between the User and the Dealer.

Furthermore, KUHN cannot be held liable for any indirect damage resulting from non-performance of these GCU.

More generally, KUHN cannot be held liable for the:

- malfunction or interruption of MyKUHN;

- loss of User ID or usurpation of the User's identity by a third party;
- damage arising from the use of MyKUHN by the User which does not comply with these GCU;
- termination of the User Account in accordance with these GCU;
- indirect damages resulting from the use of MyKUHN services;
- inaccurate content on MyKUHN;

Please note, this list is not exhaustive.

KUHN undertakes to implement all necessary means to ensure the security and confidentiality of the personal data of Users/Internet Users.

### **11.2 Liability of the User**

The User undertakes to respect these GCU and will be held liable for any use of MyKUHN or its services which does not comply with the GCU.

The User shall ensure that he/she keeps his/her password secret. Disclosure of the password in any form is prohibited.

The User alone assumes the risks associated with the use of his/her User ID.

### **ARTICLE 12: Duration**

Subject to Article 6.2, these GCU bind the Internet User and KUHN for the whole duration of use of MyKUHN and its services subject to the general conditions of use relating to each KUHN CONNECT digital tool. Please note, Article 8 Intellectual Property will continue to apply beyond this duration period.

### **ARTICLE 13: Applicable law and competent jurisdiction**

French law shall apply to the legal relation between the User and KUHN except for the United Nations Convention on Contracts for the International Sale of Goods (CISG). Where appropriate, non-binding courtesy translation may be provided for information purposes. In case of doubt, the French version shall prevail.

In the event of a dispute between the parties and they fail to reach an amicable resolution, only the courts of the city of SAVERNE shall have jurisdiction, except in the event of a public policy order that is more favourable to the User.