REGISTRATION – SCHÜLLER EXTRANET

INFORMATION ON ROLES AND RIGHTS

ROLE		RIGHTS			NEW!	NEW!		NEW!	NEW!
		ORDERS	INVOICES	SALES FIGURES	BLOCK DATA SYSTEMS	SALES MANUAL	MARKETING MATERIAL	|S|T|C. SCHÜLLER-TRAINING-CENTER	SEMINAR REGISTRATION (OF THIRD PARTIES)
1	Owner / Managing director*	x	x	x	x	x	x	x	x
2	Branch- / Department manager*	x	x	x		x	x	x	x
3	Sales / Processing	x				x	x	x	
4	Marketing					x	x	x	
5	Accounting	x	x			x		x	
6	Purchasing	x	x	x		x	x	x	x
7	Logistics / Installation manager	x				x		x	x
8	Seminar participants					x		x	

*Additional rights: authorised to sign for new registrations on the extranet

USER REGISTRATION (PLEASE FILL IN COMPLETELY AND IN BLOCK LETTERS)

ROLE (NUMBER)	LAST NAME	FIRST NAME	PERSONALISED E-MAIL	FURTHER RIGHTS (ADDITIONALLY, IF REQUIRED)

DEALER INFORMATION - Please fill in in block letters -

Customer no. _____

Company _____

Name (Owner / Managing director / Branch- / Department manager)

_____

Personalised E-Mail (Owner / Managing director / Branch- / Department manager)

_____

I have read the general terms and conditions overleaf
and hereby accept them.

_____
Signature and company stamp

FOR QUESTIONS, PLEASE CONTACT US!

Susanne Höhn
Phone + 49 (0) 9825 83-3571

extranet@schueller.de

PLEASE NOTE

In your own interest, we would like to ask you to inform us as soon as possible in case of a change of employees. The Schüller Möbelwerk KG assumes no liability for possible damages for missed or delayed deletion of former employees.

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SENDING OF USER NAMES AND PASSWORDS AFTER APPROVAL BY SCHÜLLER

The user names for the individual Extranet users as well as the one-time passwords to be changed after the first login will be sent to the afore-mentioned e-mail address by Schüller, provided that this is a business e-mail address of the managing director / owner or branch-/ department manager. For fast and smooth processing, it is therefore preferable to provide the business e-mail address of the managing director / owner or branch-/ department manager.

DELETION OF EXTRANET USER ACCOUNTS

The user is obliged to notify the Schüller Möbelwerk KG by e-mail to: extranet@schueller.de, if an employee leaves the company of the user or if his/her Extranet user account is to be deleted. The Schüller Möbelwerk KG assumes no liability for possible damages resulting from failure to comply with this obligation.

VALIDITY OF THE GENERAL TERMS AND CONDITIONS

I have read the general terms and conditions regarding the use of the Extranet (as of 2019) and hereby accept them on behalf of the user. This agreement replaces all previous agreements relating to the use of the Extranet. This also applies to all existing Extranet user accounts of the user prior to the submission of this application form.

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GENERAL TERMS AND CONDITIONS FOR THE USE OF THE EXTRANET (AS OF 2019)

§ 1 GENERAL ARRANGEMENTS

1. The Schüller Möbelwerk KG (hereinafter referred to as Provider) offers its customers (hereinafter referred to as Users) the opportunity to acccess information on the Extranet operated by the provider within the framework of a service contract. This information concerns
    •   Publications of the Provider (journals, brochures, prospectuses, sales manual)
    •   Sales figures and statistics
    •   Seminars offered by the Provider
    •   Access to invoices and order confirmations sent in the past and
    •   the retrieval of information on the status of orders (purchase orders) and clearing systems
2. Finally, these terms of use contain the terms and conditions between the Provider and the User for the services offered by the Provider. Deviating regulations from these terms of use only apply insofar as they are confirmed in writing by the Provider. Users accept these terms of use pursuant to § 2.
3. Changes of these terms of use will be communicated to the User in writing, by fax or by e-mail. If the User does not object to such changes within four weeks after receipt of the notification, the changes shall be deemed as agreed.

§ 2 APPROVAL AND ACCESS TO THE MARKETPLACE

1. The use of the extranet is subject to approval by the Provider. There is no claim to admission or use of the Extranet.
2. The user must provide all the data required in the application form completely and correctly. As soon as the User wishes to grant access authorisation to further employees or to withdraw the use of the data from employees or former employees, he shall immediately inform the Provider in writing.
3. The personal access data consist of user name, e-mail and password, they may only be used by the respective authorised employee of the User. The User is obliged to keep the user name and password secret and to protect them from unauthorised access by third parties. Furthermore, he shall ensure that his employees also comply with this obligation. In the event of suspicion of misuse by a third party, the User shall inform the Provider of this immediately. As soon as the Provider becomes aware of the unauthorised use, the Provider will block the access of the unauthorised User. The Provider reserves the right to change a User's user name and password; in such a case, the Provider will inform the User without delay.
4. The platform is constantly being developed and its functionality is adapted to the latest browser versions. For a faultless function, we refer to the use of the latest browser version.
5. The platform may only be used via HTTPS access encrypted by SSL. Bypassing the SSL encryption is prohibited.

§ 3 LIABILITY OF THE PROVIDER

1. The Provider shall be liable without limitation for intent and gross negligence, but only for slight negligence in the event of breach of material contractual obligations. The liability in the event of a breach of such an essential contractual obligation is limited to the damage typical for the contract, the occurrence of which the Provider had to expect at the time of conclusion of the contract on the basis of the circumstances known at that time. The Provider assumes no liability whatsoever for breaches of duty by the User pursuant to § 2, no. 2, sentence 3 and no. 3, sentences 1-4.
2. The Provider assumes no liability for faults within the service network for which the Provider is not responsible.
3. The Provider is only liable for the loss of data in accordance with the above paragraphs if such a loss could not have been avoided by the User with appropriate data security measures.
4. Liability does not extend to impairments of the contractual use of the services provided by the Provider on the marketplace, which have been caused by improper or incorrect use by the User.
5. The aforementioned limitations of liability shall also apply analogously in favour of the Provider's vicarious agents.
6. Insofar as there is a possibility of forwarding to databases, websites, services of third parties etc. via the extranet, e.g. by setting up links or hyperlinks, the Provider is not liable for accessibility, existence or security of these databases or services, nor for their content. In particular, the Provider shall not be liable for their legality, correctness of content, completeness, topicality, etc.

§ 4 OTHER DUTIES OF THE USER

The User is obliged to refrain from any measures that endager or disturb the functioning of the marketplace or to access data that he or she is not authorised to access. Furthermore, the User must ensure that his or her information and data transferred and entered into the Extranet are free of viruses, worms or Trojans or other safety-endangering programmes / files.

§ 5 DURATION OF THE AGREEMENT

1. The Agreement underlying these Terms of Use is concluded for an indefinite period. It shall commence with the authorisation by the Provider and end if the User has not sent any orders to the Provider for a period of 12 months.
2. The contract may be terminated by both parties at any time with a period of notice of one week.
3. Each party also has the right to terminate the Agreement for exceptional reasons without notice.

§ 6 FINAL PROVISIONS

1. The exclusive place of jurisdiction for all legal disputes is Ansbach, Germany, insofar as the user is a merchant. However, the provider is also entitled to take legal action at the User's general place of jurisdiction. The contractual relationship is subject to German law.
2. Should individual provisions of these Terms of Use be or become invalid and / or contradict the legal regulations, the validity of the Terms of Use shall not be affected hereby. The invalid provision shall be replaced by the contracting parties by mutual agreement by a provision which comes closest to the economic purpose of the invalid provision in a legally effective manner. The above provision shall apply accordingly in the event of loopholes.