

Rittal Online Shop

Terms of use and privacy policy

I. Terms of use

1. General

The offer of our online shop is exclusively intended for entrepreneurs within the meaning of Section 14 German Civil Code with registered offices in the Federal Republic of Germany. Within this meaning, entrepreneur is a natural or legal entity or a judicable partnership that, in concluding a legal transaction, is acting in the execution of its commercial or independent business activity.

You need to register in order to be able to use our online shop. By completing the registration process, you make an offer to us for the conclusion of a contract for the use of our online shop under the following terms of use. We accept this offer by activating your user ID. In this way, the contract between you and us, or between the legal entity represented by you and us, is concluded.

We are entitled to modify the terms of use with effect for the future at any time. In this case, we will inform you in form of a written note (Section 126b German Civil Code) with two weeks' prior notice before the modifications take effect. You are deemed to have accepted the modified terms of use if you do not object to them within two weeks of becoming aware of them. You can send your objection to our company, at

info@rittal.com.

In the event of your objection, we shall be entitled to block your access to our online shop and to delete your account.

Apart from that, we are entitled to change, extend or limit the possibilities of use offered within the scope of our online shop at any time, unless this is unacceptable for you.

2. Registration, access data

The data which you enter during the registration process must always be true and complete. You are obligated to inform us about any changes of your data without delay.

If you act on behalf of a legal entity, you have to indicate this fact clearly and completely

in the registration. We are not obligated to check your power of representation. You are, however, obligated to furnish proof of your power of representation upon request. If you fail to comply with this requirement within a reasonable period of time, we shall be entitled to block your access to our online shop and to delete your account.

After your successful registration, we will send you a personal user ID and a password (access data) which must be entered for every login process. You are obligated to keep these access data strictly confidential and to refrain from disclosing them to third parties.

Please note that we never disclose the passwords to third parties and that we do not ask you for them beyond the login process, or we only ask you due to your own initiative (e.g. because of a change to the access data).

In case of loss of your access data or if you suspect that your access data have been misused, you shall be obligated to inform us immediately; we shall be entitled to take appropriate countermeasures, in particular to block your access to the online shop or your account.

3. Intellectual property rights, industrial property rights

All content of our online shop (including all documents and texts) is protected by copyright and subject to industrial property rights. We merely permit you to view and download the content of our online shop for your own use. This is limited to the purposes of your order and the order handling. We grant you any further rights, particularly regarding the duplication, distribution, making available to the public, processing or the issuance of sub-licences, only in exceptional cases and only on the basis of a separate written agreement.

4. Liability of Rittal

We have compiled the information and content provided in our online shop with the greatest possible care. It is constantly checked for accuracy and completeness of the content, as well as updated and extended. Despite all due diligence, the following restrictions must be observed:

Own content: We regularly check and update the information and content of our online shop. However, owing to the complexity of our content, we cannot rule out the possibility that single pieces of information made available by us are faulty, out of date or incomplete. Therefore, we shall not accept any liability for the correctness, up-to-dateness and completeness of the information made available by us beyond any specific ordering process.

Please let us know if you find out that our content is not faultless, up-to-date, complete or comprehensible. We shall endeavour to take remedial measures within a short period of time.

Content of third-party suppliers: If our online shop provides links to third-party websites, these links have been established by us to the best of our knowledge and belief and with the greatest possible care. In this context, we have checked the trustworthiness of the suppliers and the accuracy and legality of the third-party content. However, the content of third-party websites is subject to dynamic changes which we cannot check in any individual case and which we cannot influence. In this respect, we expressly disclaim any responsibility for the content of such third-party websites and we explicitly state that we do not appropriate their content. Please understand that we do not accept any liability for damage arising from the use or disuse of any third-party website content.

Please let us know if you detect links which, in your opinion, refer to any unlawful or faulty third-party content. We will immediately check these links, and we will remove them from our online shop if these links violate any applicable laws or regulations.

Regarding the use of our own as well as any third-party content or regarding any other use of the online shop, any possible claims for reimbursement or any liability claims to which you may be entitled – irrespective of their legal grounds – shall be excluded, unless specified otherwise below. Therefore, in particular, we are not liable for loss of profit or any other financial losses. To the extent that our contractual liability is excluded or limited, this shall also apply to the individual liability of employees, representatives or vicarious agents.

The foregoing limitation of liability shall not apply if the cause of damage is based upon intentional wrongdoing or gross negligence, in case of personal injury, if there is a claim for damages according to the product liability law or insofar as we have assumed a guarantee.

If we commit a slightly negligent violation of a material contractual duty, the obligation to pay compensation shall be limited to the damage that is typically to be expected; material contractual duties are those which are indispensable for the proper and due performance of the contract, and which you may rely on.

Apart from that, our liability for damages shall be excluded.

5. Confidentiality

You undertake to treat any information as strictly confidential, in particular documents, access data or other data which have been made accessible, regardless of their content

(hereinafter jointly referred to as "Information"), of which you have become aware within the scope of using our online shop. Without our written consent, you shall not be authorised to use information for purposes other than those provided for in the contract, to disclose such information to third parties or to evaluate it economically in any other manner (not even partially).

You shall also impose these duties of secrecy on your employees and, on our request, furnish proof to us that you have met our aforementioned requirement.

The duty of secrecy does not apply to any information which

- has already been known to you beyond the contractual relationship;
- has been lawfully obtained by third parties;
- is already in the public domain or is or becomes state of the art;
- is/will be released by us;
- is/becomes generally known to the public through no fault of your own.

6. Miscellaneous

Place of jurisdiction for both parties is Herborn if you are a merchant within the meaning of the German Commercial Code (HGB); if we take legal action, your place of general jurisdiction shall also be applicable, apart from the aforesaid place of jurisdiction.

The law of the Federal Republic of Germany applies to all legal relationships between you and us.

7. Validity of the Rittal Sales Terms and Delivery Conditions

Upon acknowledgement of these terms of use, you agree to the additional validity of our current [sales terms and delivery conditions](#) which are available for download at www.rittal.de/AGB.

II. Data protection

1. General

We take data protection seriously. The collection of your data is performed within the bounds of the statutory provisions. In the text that follows, we will show you what applies to us in our dealings with your personal data.

2. What are person-related data?

Person-related data for example include information such as your (personal) name, address or telephone number. This may also include your email address if it contains your name and your identity can be determined in this way. Information without any reference to your identity, e.g. only the age or the sex, is therefore not regarded as person-related data.

3. What is the purpose of collecting and saving person-related data?

We collect your personal data if you perform your registration for our online shop. Apart from that, we collect data regarding the duration, type and extent of use of our offers for the purposes described in the text that follows. We only collect, process and use those person-related data which are required for using the online shop and for its personalisation as well as for the handling of your orders.

4. Which general information is acquired?

During the use of our online shop, general information is automatically saved in a log data file. While doing so, the system saves the name of the file retrieved, date and time of the retrieval, a description of the type of the web browser used, the data volume transmitted, and a message whether the retrieval has been successful or not. These data are also generated when accessing any other website on the Internet. Thus, it is not a special function of our website. The data storage takes place for reasons of data security. The evaluation of these data takes place exclusively for statistical purposes in anonymous form.

5. How do we use your data in case of purchase orders and service inquiries?

During the processing of your data, your details that require protection will always be handled in accordance with the legal provisions. The mandatory fields marked as such during the registration and the ordering process are necessary for us to handle the relevant inquiry or your order. Any additional data collected are voluntary and are used to optimise our service offer and for statistical purposes, if applicable.

6. How do we protect your personal data?

We save your personal data on an especially protected server in the Federal Republic of Germany. Your personal data are protected from unauthorised access using series-

connected security systems. Our employees and our system service providers regularly check the effectiveness of the protection. These employees are bound to secrecy regarding the handling of the processed, person-related data and the content of such data. We only disclose such data to third parties if you have expressly agreed to it, or if we are authorised or required to do so by law, even without your prior consent. In particular, we do not disclose the data to third parties, unless we are required to do so according to article 14 clause 2 TMG [German Telemedia Act] or any other inquiry by a regulatory authority on a statutory basis.

7. How do we use cookies?

Cookies are small text files containing information that identifies recurrent users exclusively for the duration of their visit to our website. Such cookies are stored on the hard drive of your computer. This allows us to adapt our web pages to your interests. These cookies provide us with information about type and version of the browser, the URL click stream (sequence of the web pages of our online shop visited by you), date and time of your visit to our online shop and the cookie number. The cookies of our web pages do not provide us with personal data. In order to find out whether our web pages have already been accessed from your computer, merely the cookie on your computer is identified.

Furthermore, cookies offer you, as user of personalised services, the possibility of not having to re-register every time. In no case, however, will person-related data be generated or given to third parties, nor will a link be established with person-related data.

8. What does the use of Google Analytics mean?

This website uses Google Analytics which is a web analysis service of Google Inc. ("Google"). Google Analytics uses "Cookies", i.e. text files which are saved on your computer and which allow the analysis of your visit to the website (see above). The information generated by the cookie regarding your visit to this website is usually transmitted to and saved on a server of Google in the USA. However, in case of activation of the IP anonymisation on this website, your IP address is shortened by Google within the member states of the European Union or in other countries which are contracting parties to the Agreement on the European Economic Area in advance. Only in exceptional cases, the complete IP address is transmitted to and shortened on a server of Google in the USA. IP anonymisation is active on this website. On behalf of the operator of this website, Google will use this information to evaluate your use of the website, to compile reports on the website activities, and to render further services associated with the use of the website and the use of the Internet for the website operator.

The IP address transmitted by your browser within the scope of Google Analytics will not be combined with other data of Google. You can prevent the storage of the cookies by a corresponding setting of your browser software; however, please note that in this case it may be possible that you will not be able to use all the functions of this website.

Deactivation of Google Analytics: Apart from that, you can prevent the collection of the data created by the cookie and related to your use of the website (incl. your IP address) to Google as well as the processing of these data by Google, by means of downloading and installing the browser plugin available at this link.

9. What does the use of WiredMinds mean?

On this website, by means of the WiredMinds service ('www.wiredminds.de'), data are collected and further processed in anonymous form, for the continuous optimisation and the analysis of our web offer. During the creation of anonymous usage profiles, pseudonyms are generated in the process. Under certain circumstances this may include the use of cookies, which also collect and save data in anonymised form. Under no circumstances are the data used for the personal identification of a visitor (if this were at all technically possible) or linked with data belonging to a pseudonymous figure.

Webtracking WiredMinds objection link: If you do not consent to this, nevertheless, please click on the following link to raise an objection to the use of the data of your visit, and to completely prevent the website tracking: [Exclude from website tracking](#).

10. How do you exercise your right to information and your right to objection?

Your trust is important to us. Thus, upon request, we will be pleased to inform you about the data we have stored regarding your person, about their origin and recipient as well as the purpose of the relevant storage. If you wish information about the data we have stored regarding your person, please contact us in writing at

Rittal GmbH & Co. KG, Auf dem Stützelberg, D-35745
Herborn.

Likewise, upon your request, we are obligated to correct, block or delete the data we have stored regarding your person, provided that this does not conflict with other statutory provisions (e.g. the legal obligation to retain data).

If you have any questions or if you want to make use of your right to objection in any of the aforementioned cases, please do not hesitate to contact us.

Office responsible for data processing:

Rittal GmbH & Co. KG, Data Protection Officer/Datenschutzbeauftragter, Auf dem Stützelberg, D-35745 Herborn.

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