



# Connecting Strength

## General Terms and Conditions of Use (GTCU)

- For the Single Sign-on Authentication Service ("K2 SSO")
- to K2 digital solutions
- to the design software K2 Base ("K2 Base")
- to the K2 Docu App ("K2 Docu")

(collectively "digital services") of K2 Systems GmbH ("K2")

### §1 Scope of Application and Subject Matter of the Agreement

- 1.1 K2 Systems GmbH ("K2") provides digital services to the customer.
- 1.2 For the use of the access-restricted digital services, prior registration of the user and activation of the access data is required.
- 1.3 The use of the Digital Services by the Customer shall be governed exclusively by these General Terms and Conditions of Use ("GTC") with General Provisions for all Services and Special Provisions for the individual Services, which the Customer must agree to when creating an account. A corresponding contract on the use of the digital services ("contract of use") is concluded after registration with registration confirmation by e-mail from K2.
- 1.4 Our offer to use the digital services is directed exclusively at entrepreneurs within the meaning of §14 BGB. Consumers in the sense of §13 BGB are not permitted. Use for educational purposes is permitted, but commercial use and the practical implementation of the results of this use are excluded.

### Special provisions for

#### I. K2 Base

1. K2 provides the customer via the Internet with software under the name "K2 Base" for the technical design of the mounting systems for solar technology offered by K2.
2. The use of K2 Base is free of charge for the customer.
3. Technical and professional requirements at the customer
  - 3.1 The technical prerequisite for the use of K2 Base at the customer's is a computer with Internet access and usual equipment, including in particular a web browser. The customer merely retrieves data or enters data via a web browser and receives access to the results based on this (Software as a Service).
  - 3.2 The computer programs behind K2 Base, the server performance required for use and the necessary storage space for data are provided by us or a computer centre commissioned by us or in a cloud infrastructure.
  - 3.3 The customer's access to the Internet is not the subject of this contractual relationship. The customer bears sole responsibility for the functionality of his Internet access, including transmission paths and charges, as well as his own computer systems. The customer is responsible for the regular data back-up of design plans created with K2 Base as well as the use of virus scanners and firewalls according to the state of the art in his own systems.
  - 3.4 The correct use of K2 Base requires specialist knowledge in the application of mounting systems for solar technology and the corresponding knowledge from the construction industry for roofs on the part of the customer. The data requested in K2 Base must be correctly determined and entered by the customer. Wind and snow loads must be verified. The project parameters must



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correspond exactly to the conditions on site. The responsibility for this lies with the client. In case of doubt, professionally qualified specialists must be consulted.

The output results must be checked for plausibility by the client. The output results refer exclusively to the structural verification of the assembly system. The building statics are not part of the K2 Base calculation.

The customer is responsible not only for the system, but also for the roof on which he installs the system. The connection of the mounting system to the roof cladding must be checked by the customer to ensure that it is suitable for the additional loads acting on it. In cases of doubt, a structural engineer must be consulted to determine the load and its removal. In particular, it must be taken into account that the PV system generates point loads that must be borne by the building and its roof.

Our general installation regulations and installation instructions must be observed. These are available at <https://k2-systems.com/en/technical-information> and will be sent to you on request.

The customer must also comply with the module manufacturer's specifications and observe all statutory provisions including the applicable regulations on accident prevention and occupational safety.

- 3.5 The designation of the technical regulations with the status used in the software, which form the basis of the calculation, can be viewed by the customer in K2 Base in the project step "Summary" in the printout under Results - Notes. It is the customer's responsibility to check the applicability and up-to-dateness of these regulations. In doing so, we take into account the Eurocodes, i.e. the Europe-wide standardised rules for design in construction, including the national annexes, as well as national building regulations. We endeavour to ensure that the Eurocodes taken into account are kept up to date by means of updates, but we must point out that after publication of new rules, a certain amount of time is always required to implement them in the software, which is why there is no entitlement to corresponding updates and the customer must always observe the stated status of the rules and regulations on which the programme is based. The sets of rules are applied on the basis of the specified location. The selected language has no influence on the set of rules applied.
4. Rights of use for the customer and individual user accounts  
It is inadmissible to make changes to the presentation of the results including the article list in K2 Base - whether in digital or printed form - that are not provided for by the programme. In particular, it is not permitted to remove or replace the K2 logo in the presentation of the results - whether in digital or printed form. When passing on the presentation of the results to third parties, in particular to the end customer, a reference to [base.k2-systems.com](https://base.k2-systems.com) must always be given as the source.
5. Projects of a user belong to the company account, i.e. if the user leaves the company account, his created projects and associated contents remain in the company account and are not transferred. The user is no longer authorised to access or edit the projects that he or she created as a member of the company account. Administrators and other members of the company account still have access to the created projects.

## II. K2 Docu

1. K2 provides the customer with an app via the Internet and as a mobile application in the relevant AppStores under the name "K2 Docu" for the documentation of PV systems erected with assembly systems for solar technology offered by K2.
2. The use of K2 Docu is free of charge for the customer with the exception of the use of the documentation function.
3. The use of the documentation function is subject to a charge for the customer. In this respect, the customer can conclude a separate contract within the app which is subject to a charge.



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When concluding this separate contract, express reference shall be made to the obligation to pay costs and the relevant details.

4. Projects of a user belong to the company account, i.e. if the user leaves the company account, his created projects and associated contents remain in the company account and are not transferred. The user is no longer authorised to access or edit the projects that he or she created as a member of the company account. Administrators and other members of the company account still have access to the created projects.

## General Terms and Conditions for K2 Base, K2 SSO, and K2 Docu (collectively "Digital Services")

### §2 Rights of use for the customer and individual user accounts

- 2.1 The Customer is entitled to use the Digital Services for its own business purposes, but not to pass on its own access to the Digital Services to third parties. However, the Client may pass on the results of the Digital Services to the end customer of the respective project unchanged. To the extent necessary for the contractual access to the Digital Services, we grant the Customer a non-exclusive, non-transferable, non-sub-licensable right to use the computer programs underlying the Digital Services for the term of this Agreement. The Customer shall have no claim to the transfer of the program codes, in particular the source codes.

- 2.2 Each person with access to the digital services (user) requires his own user account (principle of the named user).

Each user must conclude a contract for the use of the digital services in accordance with these GTC for the customer in whose company he works when creating his user account. The user must truthfully enter the information requested, in particular the company and contact details of the customer. In doing so, the user represents the customer. If the user acts on his own authority, i.e. without power of representation for the customer, he concludes the usage agreement in his own name and must fulfil all the customer's obligations; nevertheless, in this case we are entitled to terminate the usage agreement without notice.

- 2.3 The customer and the user shall prevent unauthorised access to the digital services by third parties. In particular, the access data for the user account must be treated confidentially by the user and must not be made accessible to third parties, even within the customer company. The user may not grant third parties, even within the customer's own company, access to the digital services in any other way.
- 2.4 The customer is responsible for ensuring that all users working for his company comply with these GTC.
- 2.5 If a user leaves the customer's company, he must terminate the corresponding user agreement for his user account. Another person may also terminate the User Agreement for a User Account on behalf of the customer at any time in accordance with section 4.2. or apply to us for immediate blocking of the User Account; we are entitled to implement the termination or the application if the other person's corresponding authority to represent the customer has been credibly demonstrated.
- 2.6 We may use the e-mail address of the user stored in the user account for all declarations which we make to the customer or the user as his representative. This e-mail address must be an e-mail address relating to the person of the user, which must be created under the customer's mail domain.
- 2.7 Customers can manage their company data themselves in the K2 SSO. This includes the company name, address, contact data and employees. Administrators of a company maintain these independently and on their own responsibility, in particular the employee list. If an employee is removed from a company by an administrator, his account is set to the status "Private". This means that he no longer has access to projects that were created on behalf of his company.



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## §3 Control rights of K2 Systems GmbH

- 3.1 All actions of a user may be recorded and evaluated by us for the purposes of data security, traceability with regard to the provisions of these General Terms and Conditions as well as the needs-based design of our offer.
- 3.2 If there are sufficient grounds for suspicion that a user has violated these GTC, we may block the corresponding user account. The account may only be unblocked after the suspicion has been rebutted.

## §4 Term of contract, contract amendment and termination

- 4.1 The contract for the free use of the digital services runs for an indefinite period. The customer has no claim to the retention or continuation of these services.
- 4.2 The contract regarding the free use of our Digital Services may be terminated by the Client and by us at any time with two weeks' notice to the end of a calendar month.
- 4.3 The right of the contracting parties to terminate the contract for good cause without notice shall remain unaffected.
- 4.4 When the termination takes effect, the access to the digital services for the corresponding user account will be deleted.
- 4.5 We reserve the right to make reasonable changes to these TOS, in particular to meet new technical, economic or legal requirements or changes to the services offered by us.
- 4.6 We will notify the customer of the amendment and request his consent.

If the customer does not agree to the change, he can no longer use the service offered by us with regard to the use of the digital services. In this case, both the customer and we may terminate the contract on the use of the digital services with reference to the non-agreement to the amendment of the General Terms and Conditions without observing a period of notice.

## §5 Performance limits of the Internet

- 5.1 Data communication via the Internet cannot always be error-free and/or available at all times according to the current state of technology.
- 5.2 We can therefore not be held responsible for the constant availability of the digital services in particular, insofar as interruptions have their reason in the network infrastructure not operated by us or in reasonable maintenance work.

We will announce scheduled maintenance work via the websites of the Digital Services; we will limit non-scheduled maintenance work to the extent necessary.

## §6 Limitation of Warranty

- 6.1 There is no warranty for the free provision of the Digital Services independent of fault on our part.  
Therefore, the customer has no claim, irrespective of fault, to the rectification of any defects in the digital services provided free of charge.
- 6.2 However, if the customer notices any defects or possibilities for improvement, we are grateful for a corresponding notice and will endeavour to follow it up.

## §7 Limitation of liability

- 7.1 We shall be liable to the customer, irrespective of the legal grounds, only for intentional and grossly negligent breaches of duty.
- 7.2 In the event of gross negligence, the amount of liability shall be limited to the typical and foreseeable damage that should have been prevented by the breached obligation.



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- 7.3 Mandatory liability in the event of injury to life, limb or health and under the Product Liability Act shall remain unaffected.
- 7.4 The customer shall indemnify us against claims asserted directly against us by third parties due to a breach of obligations in connection with our services under the user agreement with the customer, insofar as we would not be liable to the customer under the liability standard of the above sections 7.1. to 7.3.

## §8 Data protection

K2 processes personal data of the customer in accordance with the provisions of the applicable data protection law. Further information on this and on your rights as a data subject can be found in our data protection information, available on the website at:

- Data protection information K2 Base:  
<https://legacy.k2-systems.com/en/privacy-policy-base>
- Data protection information K2 Docu:  
<https://k2-systems.com/en/digital-services/k2-docuapp-data-protection-notice/>
- Data protection information K2 SSO:  
<https://k2-systems.com/en/digital-services/k2-user-service-data-protection-information>

## §9 Final Provisions

- 9.1 All legal issues arising from and in connection with these GTC shall be governed by German law to the exclusion of the UN Convention on Contracts for the International Sale of Goods. This choice of law also extends in particular to claims arising from tort (delict) which are closely connected with the present contract.
- 9.2 The exclusive place of jurisdiction for all disputes arising from and in connection with the contract of use is Stuttgart (Germany), provided that the customer is a merchant, a legal entity under public law or a special fund under public law or if he is equivalent to such or if he has his registered office or branch abroad. We are also entitled to take legal action at the customer's registered office as well as at any other permissible place of jurisdiction.

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