

Terms of Use of Franka World

A. General Provisions

These Terms of Use of Franka World (hereafter, “Terms of Use”) for the usage of the Franka World platform (hereafter, “Platform”) at the address <https://world.franka.de> as well as all related Websites which have been linked to <https://world.franka.de> (hereafter, the “Website”) as well as also the therein-provided services and functionalities (hereafter, “FR’s Services”) shall regulate the contractual relationships between you as the user of the Platform (hereafter, “User”, “Customer” or “you”, “your”, etc.) and the provider of the Platform, Franka Robotics GmbH, Frei-Otto-Straße 20, 80797 Munich (hereafter, “FR” or “we”, “our”, “us”, etc.).

The Website shall be considered to be FR’s property.

The Platform is intended exclusively for commercial business dealings (B2B) so that the usage of the Platform is permitted exclusively to entrepreneurs in accordance with § 14 German Civil Code. Those shall be considered to be natural and juridical persons as well as partnerships with legal capacity who are acting in the exercising of their already-existing commercial or independent professional activities.

1. Approval of the Terms of Use

Your approval of the Terms of Use shall hereby be granted by using the Website. For the case that you do not approve the Terms of Use, your usage of the Website shall not be permitted.

Sections of these Terms of Use may at any time be altered, modified, supplemented or shortened. This shall lie in FR’s discretion which is why you must, at your own responsibility, frequently review any changes in these Terms of Use.

After becoming aware of the changes, any continued usage of the Website shall result in the fact that you must accept the changes and approve them.

By fulfilling the Terms of Use, you shall be granted the personal, non-exclusive, non-transferable right to visit and use the Website.

2. Platform’s Service Portfolio

FR’s Services contains a “STORE” section. In the “STORE” section, you can procure products in the form of FR robots; accessories for FR robots (e.g., grippers, cameras and connection cable, etc.); as well as apps or feature licenses (hereafter, collectively “Apps”) for the operation of FR robots and the related “Software Eco-System” based upon the respective provisions for the Apps.

The modalities for the purchasing of an App shall depend primarily on the guidelines for the respective concrete App. Thus, the offering of Apps shall vary upon the Platform – particularly between free-of-charge and fee-based Apps. You can find more detailed information in this regard in the respective descriptions and/or guidelines for the respective App.

3. Contents

Any texts, graphics, usage interfaces, photographs, trademarks, logos, illustrations and computer codes (hereafter, collectively referred to with the term "Contents"), including design, structure, selection, coordination, expression, "overall image" and arrangement of the Contents, which are contained on the Website, shall be considered to be FR's property, shall be controlled by FR or licensed by or to FR and shall be subject to commercial form, copyright, patent and trademark laws as well as other laws for the protection of intellectual property and laws against unfair trading practices.

Without FR's express consent, no sections of the Website and none of its Contents may, without prior written approval, be copied, reproduced, republished, uploaded, posted, publicly displayed, coded, translated, transmitted or made available in any other art and manner (including "mirroring") on other computers, servers, websites or other media for the purpose of publication, dissemination or for any other commercial purposes.

You may use information regarding products and services (e.g. datasheets and similar materials) which have been provided for download from the Website provided that you remove no proprietary notices whatsoever in any copies of such documents, make no changes to such information and make no additional statements regarding such documents.

4. Accounts, Passwords and Security

The usage of the Platform and FR's Services shall require that you initially set up an account on the Platform (hereafter, "Account").

The usage of the Platform and FR's Services is intended exclusively for commercial business dealings (B2B). For this reason, Users of the Platform and holders of an Account on the Platform may be exclusively juridical persons, partnerships with legal capacity and natural persons with unrestricted legal capacity who would like to use the Platform in the exercising of their existing commercial or independent professional activities (cf. § 14 German Civil Code). In order to document this capacity, particularly the providing of a VAT No. (VAT-ID) shall be required during registration. The registration of a juridical person or a partnership with legal capacity must be undertaken by a natural person with representation rights who must be designated by name as the contact person for the Account (hereafter, "Account Contact Person") during the registration process and may conclude legally-binding agreements for the User.

The registration of an Account on the Platform shall require that you undertake the registration process on the Platform and provide the required information (company name, VAT No. and, where applicable, the Customer No.) as well as the information regarding the Account Contact Person (forename and surname as well as e-mail address). After you have entered this information, then send your registration request to us. Upon our receipt of your registration request, you shall receive an automated e-mail confirmation that we have received your registration request. In addition, in this context, we shall provide you with a link which you can use in order to set up a password for your Account. A successful registration is possible only if you have created a password. After you have set up a password and we have verified your information, we shall activate your Account. No claim to registration shall exist. We reserve the right, in our own fair discretion, to reject your registration request.

The Account Contact Person designated during the registration process may, upon successful registration, be changed via the Account's settings, but nonetheless an Account Contact Person must always be designated for each Account.

In addition, the Account Contact Person may, upon successful registration, add additional persons (e.g. employees) to your Account who are entitled to use your Account and to make orders for you in the "STORE" section (hereafter, "Account User"). You shall ensure and guarantee that all Account Users have been obligated in accordance with the provisions of these Terms of Use and are correspondingly entitled to conclude agreements with FR.

During the registration of the Account or the adding of Account Users, the required data which you provide must be complete and truthful.

If these data should change after your registration of the Account or the adding of Account Users, you shall be obliged to promptly update them. In the case that you have provided false data or not promptly announced changes in this regard, FR shall be entitled to block you and/or individual Account Users from the continued usage of the Platform and FR's Services. You shall assume sole responsibility for the ensuring of the confidentiality of your Account data – including the password as well as for all activities which are implemented with your User Account as the result of a disclosure of this information.

You hereby declare your consent to immediately notify FR of any unauthorised usage of your User Account or passwords or any security violation. You shall ensure and guarantee that you shall also correspondingly obligate all Account Users in this regard.

The respective Account shall not be transferable.

You shall be responsible for all actions which are undertaken upon the Platform via a password assigned to your Account (particularly the placement of products, the conclusion of agreements for products upon the Platform as well as the placement of reviews and product evaluations) even if the affected action was not approved or intended by you. You shall be liable for all damages which are suffered as the result of the usage of a password assigned to your Account unless you are not responsible for the damages-causing action.

5. Use of the Website

You shall be responsible and shall assure us that you shall use the Platform and FR's Services exclusively in accordance with these Terms of Use. You shall not be entitled to use the Platform or FR's Services in an art and manner which restricts, damages, cripples and/or overburdens the Platform, FR's Services, our servers and/or the related networks and/or could disrupt usage by other Users of the Platform. You shall be forbidden for undertaking the following actions (including the attempt to do such actions):

It shall be forbidden to use "Deep-Link", "Page-Scrape", "Robot", "Spider" or any other automated devices, programmes, algorithms, methods or any similar or equivalent manual processes in order to obtain full or partial access to the Website or corresponding Contents or to, in whole or in part, conduct data collection on the Website and/or from the corresponding Contents, to copy or monitor them or to reproduce or circumvent the navigation structure or the displaying of the Website or the corresponding Contents in any way in order to obtain materials, documents or information and/or to make the attempt to obtain them and indeed via those measures which have not been explicitly made available via this Website for this purpose.

The right is expressly reserved to forbid the corresponding activities.

No attempt may be made to obtain unauthorised access to any section or any feature of the Website or any other systems, networks or servers associated with the Website or any services offered on or via the Website – regardless of whether it is via hacking, "password mining" or via any other illegitimate method.

You may check, query or test no weak points of the Website or all networks associated with the Website or violate the security or authentication measures of the Website or all networks associated with the Website.

You shall not be permitted to reserve engineer or track any information regarding other Users of or visitors to the Website or other Customers – including all Accounts of which you are not the owner – or attempt to do this or to use the Website or the services or information made available or offered via the Website in such a manner which aims to disclose those data – including and particularly personal identifiers or information which is not your own – which have been made available to the Website.

You shall be obliged to undertake no actions which result in an inappropriate or disproportionately-high overburdening of the infrastructure of the Website or the systems or networks or any systems or networks associated with the Website.

You shall be obliged to use no devices, software or programmes and/or to attempt such a usage, which restricts the correct functioning of the Website or all transactions conducted on the Website or the usage of the Website by another person.

You shall not be permitted to manipulate identification features in any manner in order to conceal the origin of messages or transmissions. You shall not be permitted to pretend to be or feign being someone else, represent someone else or pretend to be another juridical person.

You shall not be permitted to use the Website or its Contents for purposes which are illegal or banned by these Terms of Use or offer the implementation of illegal activities or any other activities which violate FR's rights or the rights of others.

If you violate the provisions with regards to the Contents from the Terms of Use, significantly or repeatedly violate other terms and conditions or we investigate purported misconduct upon your part, FR may end your access to the Platform, the Contents and/or your Account without any claim being created for reimbursement. In this case, your rights from this license shall end immediately. We shall inform you of the reason for our measure unless we are of the belief that this would result in FR's liability or other parties' liability, it would compromise an investigation, would restrict the operation of products, services or systems, would harm our Users or violate the law or the instruction issued by a law enforcement agency.

The User or Account User, who has been temporarily or permanently blocked, may not use FR's Services via another existing or newly-registered Account's or Account User's access.

You may cancel your Account at any time via e-mail to: support@franka.de. You may also block individual Account Users from access to your Account. This shall require a corresponding message via e-mail to: support@franka.de which must be sent by the Account Contact Person. We shall then block the access to your Account for the affected Account User.

6. Purchases; Miscellaneous Terms and Conditions

There may possibly be Supplemental Business Terms and Conditions that are valid for purchases of goods or services and for special sections or features of the Website – including advertising campaigns or similar features which hereby collectively become the object of these Terms of Use.

You hereby declare your consent to fulfil such Supplemental Terms and Conditions.

Insofar as they exist, FR's obligations with regards to its products or services shall be subject exclusively to the agreements, in accordance with which they are provided and nothing on this Website may be interpreted based upon a change in such Agreements.

FR may, at any time and without advance notice, make changes to the products and services offered on the Website or to the stated prices for these products and services. The materials provided on the Website regarding the products and services may be outdated. However, we shall not be obliged to update the materials with regards to such products and services on the Website.

7. Trial Access to Apps

For some Apps, we offer free-of-charge trial and other limited versions so that you can try out the Apps before you purchase the full version. These versions have limited functions whereby the permitted usage is for a restricted period of time or contain other restrictions.

8. Intellectual Property Rights

By placing reviews and/or product evaluations on the Platform via your Account, you are hereby granting FR a free-of-charge, non-exclusive, worldwide usage right to the reviews and/or product evaluations as well as to the editing of the same exclusively for the usage and promotion of FR's Services (or portions thereof) and the operation of the Platform (or sections thereof). This shall include particularly the right to reproduction, dissemination and public display – regardless of on what carrier and in what medium, online oder offline, as well as the editing right.

The reviews and product evaluations encompass the opinion of the published user and not FR's opinion. FR shall not appropriate these Contents.

Upon the submission of your review and/or product evaluation via your Account, you hereby assure and guarantee us that you hold all intellectual property rights to them which are required for the usage of FR's Services on the Platform.

We are the owner and/or license holder for the entire intellectual property on the Platform and FR's Services – including the software and systems underlying FR's Services as well as the related texts, graphics, logos, icons, etc.

Except for the usage that is permitted in accordance with the valid law and which is expressly approved by the provisions of these Terms of Use, without our prior written consent, you shall not be permitted, in any manner, to use, adapt, reproduce, save, disseminate, print, display, perform, publish and/or edit any sections of the Platform and portions of FR's Services.

9. Exclusion of the Cancellation; Loss Risk

You may no longer cancel your purchase of an App, the delivery of which has begun, e.g. by downloading the same. By your submission of an order for the purchase of an App, you hereby approve the exclusion of the cancellation.

No returns of Apps shall be accepted unless they are based upon statutory warranty claims.

As soon as an App has been purchased, it shall be allocated to the inventory of the Franka World Account stated in the order. If the App has not been listed in the inventory of the corresponding Account or you cannot access an App, please contact us at: support@franka.de. After purchasing an App and after we have supplied it, you shall assume the responsibility for the completion of the download (where applicable) and the entire risk for losses after the downloading or the usage of the App – including any losses as the result of a flawed function of a device.

10. Liability Restriction

No assurance whatsoever is provided that the Platform, Contents, services or functions will be devoid of disruptions or defects. It is likewise pointed out that errors may be corrected. The Website – including the Contents – shall be provided based upon availability and without any guarantees being provided with regards to defects. The information offered may at any time be altered without advance notice. It shall likewise not be guaranteed that all data, which you download from the Platform, are devoid of viruses, defects or disruptive functions. FR shall not be liable for damages which are created as the result of the usage of the Platform's Software and its Apps in an art and manner which is forbidden in accordance with these Terms of Use.

Notwithstanding the liability restriction in the aforementioned section, the liability shall be restricted to damage compensation (including any claims for reimbursement) for the typically-foreseeable damages. The restrictions shall not be valid in cases of intentional wrongdoing and gross negligence, for claims resulting from the loss of life, physical injury and damage to health as well as the violation of essential contractual obligations which only then make possible the fulfilment of the contractual purpose and upon which you may regularly rely.

Any express or implicit warranty or legal claims shall be rejected – including any guarantee regarding the suitability for a specific purpose.

The aforementioned liability exclusion shall be valid for all damages, burdens or violations which are created as the result of a loss, failure, failure to act, disruption, deletion, disruption, delay in operation or in transmission, owing to a computer virus, through a disruption in the communication line, theft or destruction, impermissible access, impermissible change or usage regardless of whether this occurs as the result of a contractual breach, tortious act, negligence or a cause for legal action.

FR reserves the right to undertake the following actions at any time and without advance notice:

Change, suspend or end the operation of or access to the Website or sections of the Website for any reason; modification or alteration of the Website or sections of the Website as well as the disruption of the operation of the Website or sections of the Website during scheduled and unscheduled maintenance work, the elimination of errors or any other changes.

Unless forbidden by law, FR shall in no case be liable to you for indirect, collateral, exemplary damages, ancillary and consequential damages and any other detrimental ramifications – including profit losses – and indeed also then if reference has been made to the possibility of such damages.

You hereby declare your consent to indemnify and hold harmless FR, its representatives, directors, shareholders, legal predecessors, legal successors, employees, contractors, affiliated companies and subsidiaries with regards to any claims, losses, debts, lawsuits or outlays (including attorneys fees) which are incurred by a third party owing to, as the result of or in conjunction with your usage of the Website.

The liability for data loss shall be restricted to the typical recovery expenditures which would have been incurred if back-up copies were made upon a regular basis.

11. Data Protection and Information Security

The protection of your data is a special concern to us. Please read our Data Protection Declaration (retrievable at https://world.franka.de/privacy_de) if you would like to know how we handle your personal data. FR undertakes all appropriate and reasonable measures in order to protect its users. In particular, FR uses encryption procedures during the data transmission and the storage of data. However, you yourself shall also be obliged to undertake precautionary measures in order to ensure that the process, by means of which you access the Platform and use FR's Services, are not exposed to the risk of viruses, computer malware or any other restrictions of your computer system.

We shall assume no liability for the Contents or data protection practices of websites to which the Platform is linked. These links should not be construed as being a confirmation, approval or recommendation upon our part with regards to the owner or operator of the linked websites or any of the information, graphics, materials, products or services specified or contained in the linked websites unless this has been expressly declared by us.

12. Applicable Law, Legal Venue and Severability Clause

For these Business Terms and Conditions and the entire legal relationships between FR and the Buyer, the law of the Federal Republic of Germany shall be valid subject to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG).

The legal venue for all legal disputes arising from the contractual relationship as well as regarding its creation and its validity shall be FR's commercial residence.

The place of performance for all supply and payment obligations shall be Munich unless something else is stated in the order confirmation.

If a provision of these Business Terms and Conditions or a provision in any other agreements should be discovered to be or become invalid, this shall not affect the validity of all other provisions or agreements. In this case, the Parties shall be obliged to jointly conclude a provision which most closely corresponds to the commercial intent and purpose of the invalid provision.

The legally-valid version of the Terms of Use has been drafted in the German language. An English translation shall serve merely for informational purposes and shall have no legal validity. Merely the German text shall be binding for the legal interpretation thereof.

B. Special Provisions for the Purchasing of Products via the Platform

1. Conclusion of the Agreement for the Purchasing of a Product, Offer and Acceptance

The presentation and promotion of products on the Platform shall constitute merely a request for the submission of an offer by the Customer for the conclusion of an Agreement (order).

The products offered in the "STORE" section can be selected, their number determined and placed in the shopping basket by clicking the designated button. In the shopping basket view, there is the option of changing the number of selected products or removing them by clicking on the respective designated button for this.

Moreover, the ordering process can also be ended at any time by aborting the entire ordering process. Before the order has been submitted by clicking on the designated button for this, the following mandatory information must be provided (contact details, invoicing address as well as, where applicable, any deviating delivery address).

When the order has been successfully submitted to FR, a window shall open in which the receipt of the order is confirmed. In this regard, there shall be the option of downloading the order once again as a PDF document. In addition, the Customer shall be sent his individual Order No. Moreover, the Customer shall receive a confirmation e-mail from FR, by means of which FR confirms the receipt of the order. The confirmation e-mail and your individual Order No. shall constitute no acceptance of the Customer's order (offer in accordance with § 145 German Civil Code), but rather serve only for informational purposes. By so doing, we are confirming merely that we have received the order.

The acceptance of the Customer's order shall be made via a separate delivery confirmation via e-mail. For offers from third-party merchants, FR shall send this delivery confirmation while acting on the third-party merchant's behalf. The decision to accept an order shall lie in our own fair discretion.

Each purchase of a product via the "STORE" section shall substantiate, based upon the provider of the product, an electronic agreement between the Customer and FR; or between the Customer and the respective third-party merchant for the affected product.

If the Customer submits an order, the contractual text shall be stored by FR and, after his order is rendered, the Customer shall be provided with a link to the Terms of Use in text form.

2. Product Price, Payment, Offsetting and Right of Retention

The product price to be paid (final price and shipping costs) shall be displayed before the order is submitted.

The Customer shall be provided with the payment method of advance payment. For agreements with FR, the Customer's payment shall be made to FR.

An offsetting by the Customer is excluded unless his counterclaim has been legally upheld, a ruling is looming in this regard or is undisputed.

Any rights of retention and/or rights to refuse to render performance upon the Customer's side shall be excluded with the exception of counterclaims which are undisputed or have been legally upheld.

3. Delivery

The Delivery Terms and Conditions for purchased FR hardware and/or FR accessories can be found in the AGB [**General Terms and Conditions**] - Franka Robotics GmbH.

Upon the payment of the purchase price for Apps, licenses shall be created and delivered to the respective Account. There, you can view the license in the inventory. As soon as an App has been purchased, it shall be allocated to the inventory of the Franka World Account stated on the order. In order to ensure that the allocation has been correctly made, we request that you promptly verify that the licenses are indeed in the inventory of the corresponding Account. For the allocation to a robot, the robot must be selected to which the software is supposed to be allocated and the related App must be selected in the Apps section.

For the usage and installation of new Apps, the Customer must ensure that the most current software version has been installed on the hardware.

4. Use of Apps

For the use of the Apps, you shall require a license. It shall be provided to you by FR (hereafter, "FR's App").

By using the App, you hereby approve the provisions of the respective Licensing Agreement and the Terms of Use. Without your approval, you shall not be permitted to use the App.