General Terms of Use of the Supplier Portal

§ 1 – Scope of application

The Client operates this Supplier Portal (hereinafter "**SP**"). The SP is a web-based platform for handling electronic procurement and the business processes resulting from it. With its registration, the Supplier accepts the validity of these General Terms of Use. The SP is directed exclusively at companies as defined by § 14 BGB (German Civil Code).

In order to facilitate the business transactions, the Client may grant the Supplier access to the SP at its own discretion. The SP is currently based on the technology provided by JAGGAER Austria GmbH and is accessible via a URL (Uniform Resource Locator) provided by the Client. The Supplier acknowledges and agrees that this system can be operated by a third party, who is hereby authorised by the Supplier to store and transmit the data and other information provided by the Supplier via the system and the information provided by the Client that relates to the data and other information of the Supplier.

The Client alone determines the specifications for the use of the SP. The Client is entitled at any time to make changes in the SP and to make specifications for the use of the SP. The Client reserves the right to change the services offered on the SP or to offer different services.

These General Terms and Conditions of Use only regulate the use of the SP, but not the conditions of the contracts concluded between the Supplier and the Client via the SP. Supply and service contracts are only concluded when the Client has sent an order to the Supplier.

§ 2 – Services

The following functions, among others, are available to the Supplier free of charge:

- Registration and qualification process for existing and new suppliers

- Maintenance of company profile and contact persons

- Processing of enquiries/offers (RFQ)

- Document exchange processes

- Access to supplier evaluation results

- Participation in electronic auctions

§ 3 – Costs of the portal and/or portal use and availability

Any costs of the Supplier for the use of the SP will not be reimbursed. The Supplier shall be responsible for all costs associated with the use and/or function of its own communication facilities and the costs for its personnel.

The provision of the SP by the Client is free of charge. Any costs incurred for an EDI connection of the supplier's ERP system to the SP shall be borne by the supplier.

The Client endeavours to keep the SP available as comprehensively as possible. This does not imply a guaranteed availability. In particular, temporary disruptions may occur due to technical problems, maintenance work and network problems (e.g. unavailability of third-party servers) over which the Client has no influence, which prevent access.

§ 4 – Registration, password

Access to and use of the SP is only possible for registered suppliers. The Supplier is obliged to provide complete and truthful information in the course of registration and, in the event of any subsequent changes, to notify these immediately via the portal. In particular, the Supplier shall block/delete access to the portal for those employees who are no longer authorised to access the portal.

After completion of the registration process, the Supplier will receive a confirmation by e-mail. The Supplier will be activated to use the SP. The Supplier will be informed about the activation by e-mail. At the same time, the Supplier will receive an organisational ID and a password (hereinafter also: "**Access Data**").

On first access, the Supplier shall change the password provided by the Client to a password known only to the Supplier. The Supplier undertakes to treat the access data and its password as strictly confidential and to keep them inaccessible to third parties and secured against unauthorised access and to prevent their use by unauthorised third parties. As soon as the Supplier becomes aware of any actual or possible misuse, it shall inform the Client immediately. The Supplier is liable for all actions carried out under its access data, unless the Supplier can prove that the data has become known to third parties without its intervention.

After each use, the password-protected area must be left by logging out.

The Supplier must ensure that it is possible to receive e-mails at the e-mail addresses provided by it. The Supplier must therefore in particular ensure that the address data etc. provided by it are always up to date and must update the corresponding data – if permissible – in the SP.

The Supplier declares that the employees who have access to the SP are entitled to make all necessary and required declarations, including binding declarations of intent.

§ 5 – Rights of use for content, information and documentation

The Client grants the Supplier a non-exclusive, non-transferable, temporary and limited right to use the content, information and documentation provided and made available on the SP to the extent agreed or, if nothing has been agreed, in accordance with the purpose pursued by the Client in providing and making available the content, information and documentation. Rights of use are only granted to the extent and for as long as this is necessary for the lawful use of the SP.

No intellectual or other property rights are granted to the contents of the SP. The Client reserves all rights to these.

Unless otherwise stated, all brands, company logos and trademarks used in the SP are also protected under trademark law. The Client provides these exclusively for the Supplier's own, non-commercial purposes. Any use beyond this shall be excluded and shall require the Client's prior separate consent in writing. In particular, neither information, software nor documentation may be sold, rented or otherwise made available by the Supplier to third parties at any time.

§ 6 – Supplier's obligations

When using the SP, the Supplier must not:

• infringe industrial property rights and copyrights or other property rights;

• transmit content with viruses, so-called Trojan horses or other programming that can damage software;

• enter, store or send hyperlinks or contents to which the Supplier is not authorised, in particular if these hyperlinks or contents violate confidentiality obligations or are illegal;

• distribute advertising or unsolicited e-mails (so-called "spam") or inapplicable warnings of viruses, malfunctions etc. or request participation in competitions, snowball systems, chain letters, pyramid schemes and similar campaigns; or

• offend against public decency with its usage behaviour.

The Supplier grants the Client a non-exclusive, free of charge, worldwide right to use, reproduce, process, distribute, execute and display, in whole or in part, contents transmitted to it by the Supplier, e.g. self-disclosure (hereinafter referred to as "**Supplier data**"), to the extent necessary to enable the Client to fulfil its contractual obligations to the Supplier. The Client has the right to sublicense or transfer the above rights to subcontractors to the extent necessary. The Supplier declares that it is entitled to grant the Client the rights listed in this section.

§ 7 – Hyperlinks

The SP contains hyperlinks to third-party websites. Third parties also have the opportunity to post their own information on the SP. The Client does not accept any responsibility for the content of these websites, nor does the Client adopt these websites and their content as its own, as the Client does not control the posted data and the linked information and is not responsible for the content and information provided there. The responsibility lies solely with the provider of these websites or the persons responsible for the external content. Their use is at the Supplier's own risk.

§ 8 – Liability for material defects and defects of title

The Client does not accept any responsibility for the Supplier data or other information provided by the Supplier. The Client does not check the content of the information transmitted by the Supplier. The Supplier shall indemnify the Client on first written request from all claims and demands of third parties which third parties may raise in connection with the Supplier data.

Despite careful operation of the SP, the Client does not assume any guarantee for the availability (also technical availability) of the SP or for the accuracy of the content provided in the SP.

If the Supplier calls up data via the SP and if the Supplier can recognise, with the care required in business, that incorrect or incomplete data has been entered, it shall inform the Client immediately in writing. If the Supplier culpably omits this notification, the Client shall not be liable for any damage arising from this.

Insofar as services are provided by the Client free of charge, liability for material defects and defects of title of the services, in particular for their correctness, freedom from defects, freedom from third-party property rights and copyrights, completeness and/or usability shall be excluded, except in the case of intent or fraudulent intent and in the case of injury to life, limb or health or liability under the Product Liability Act. In particular, freedom from viruses cannot be guaranteed. Before downloading information and data, the Supplier shall therefore ensure that appropriate security measures and virus scanners are in place. The downloading or other receipt of information and data when using the SP is at the Supplier's own risk.

§ 9 – Data protection

In addition to these Terms of Use, the data privacy statement of the respective client applies.

§ 10 – Duration of the Agreement, termination

After activation, the Supplier is entitled to use the SP without limitation. Each year, the Supplier receives a notification from the Client with a request to update or confirm the information provided during registration.

The Client is entitled at any time to block or exclude the Supplier from using the SP, in particular if there is a reasonable suspicion or the fact that the access data and password have been passed on to unauthorised third parties or that the SP is not being used in accordance with this User Agreement. In the event of a blockage, the Client is entitled to delete all materials and content associated with the violation. This shall also apply if incorrect data is provided. Furthermore, the Client reserves the right to refuse registration for objectively justified reasons.

The Supplier is entitled to terminate this User Agreement at any time without notice by de-registration, without the need to submit a notice of termination. The Supplier must cease using the SP when the termination takes effect.

§ 11 – Supplementary agreements, place of jurisdiction, applicable law, use from outside Germany

Supplementary agreements must be made in writing.

The substantive law of the Federal Republic of Germany shall apply, excluding the UN Convention on Contracts for the International Sale of Goods.

Exclusive place of jurisdiction is the Client's registered office. The Client reserves the right to take action at any other permissible place of jurisdiction.

If the Supplier accesses the SP from outside Germany, the Supplier shall be exclusively responsible for compliance with the relevant regulations under the respective national law. Access to services on the SP from countries in which such access is illegal is not permitted.

§ 12 – Amendment of these General Terms of Use

The Client may amend these Terms of Use from time to time. The amended Terms of Use will be notified to the Supplier accordingly on the SP and are valid from the date of their entry into force. The most recent version of these Terms of Use shall apply in each case if the Supplier does not object to them in writing within three weeks of their notification.

§ 13 – Miscellaneous

Should individual provisions of these Terms of Use be or become invalid or unenforceable, the validity of the other provisions shall remain unaffected.

These Terms of Use can be found on the Client's homepage in other languages (French, German, Chinese, Japanese, Italian, Spanish). Your contact person at the Client's site can also provide you with the Terms of Use in these languages on request.

As at: November, 2020