

General user conditions for supplier's applications and the AUMA supplier portal

AUMA Riester GmbH & Co. KG ("AUMA", "we", "us" or "our") is continuously interested in finding national as well as international, competent and highly efficient suppliers, supporting us in achieving maximum customer satisfaction. Therefore we select our suppliers carefully and work closely with them. To maintain the supplier information and for general communication with suppliers, we have established the AUMA supplier portal. The AUMA supplier portal enables suppliers to introduce their products and services to AUMA. On the basis of this presentation, the supplier can be considered by AUMA in case of inquiries and procurements. The supplier qualification, which is required for commissioning, is performed via the supplier portal.

1. Range of application and definitions

- 1.1 The use of the AUMA supplier portal is performed in compliance with these general user conditions (hereinafter referred to "user conditions"). By registering, the supplier accepts the validity of these user conditions. The use of the supplier portal itself is free of charge for the supplier.
- 1.2 The supplier portal is limited to companies within the meaning of § 14 BGB (German Civil Code). By registering, the supplier confirms that he/ she acts as or on behalf of a company.
- 1.3 Suppliers can store and/ or print the contents of the portal that is made available to them at any time. This is also valid for the user conditions in their latest version.
- 1.4 Basis for business transactions between AUMA and the supplier form individual contractual agreements and/or General Terms and Conditions of Delivery, in particular AUMA's General Conditions of Purchase, forms for orders and inquiries each available at www.auma.com. As well as further documents, as far as contracted.
- 1.5. For these user conditions, the following definitions shall apply:
 - **Supplier** means any commercial service provider, sub-contractor or supplier of AUMA.
 - **User** means any living individual who uses the AUMA supplier portal.
 - **Applicant** means the entity or living individual who intends to enter into a supply relationship with AUMA.
 - **Applicant data** means data, information and documents that you provide us within the framework of supplier's application.
 - **Key supplier** means the completion of the application procedure and the supplier entered into the supplier database.

- **Supplier database** is the AUMA database in which applicant and supplier data are stored.

2. Application, access authorisation and supplier information

- 2.1 To apply as a supplier to AUMA, you need to fill in the online form available on our website. Please enter the complete and correct data into the application form. For a successful application, it will be necessary to enter the contact person and the deliverable material groups in the application form. If the applicant wishes to apply for several material groups, he or she fills in the form of the respective material groups. If the application form to AUMA is completed and submitted to AUMA, AUMA confirms the receipt of data electronically. Prior to submitting the application form, we will ask all suppliers for their explicit consent to the user conditions.
- 2.2 After receiving the data, AUMA will check the information and supplier information provided by the applicant. AUMA reserves the right to decide whether the applicant's data is entered into the supplier database.
- 2.3 The applicant has no right to be included into the supplier database. After receiving the supplier information, AUMA reserves the right to raise further questions to the applicant that may be of interest to AUMA for including the applicant into the supplier database. After preliminary examination and evaluation of the submitted supplier information, the applicant will be notified by e-mail if accepted to the supplier database. To validate the cooperation with AUMA, AUMA will ask for further detailed information in a next step. For this purpose, the applicant will receive a questionnaire by e-mail that consists of detailed questions with regard to his/her company such as e.g. regarding certification, quality, process, risk and environmental management, occupational health and safety, manufacturing etc. The data provided in the questionnaire will also be checked by our Purchasing department.
- 2.4 After our Purchasing department has clarified technical and commercial questions, the approval as key supplier is formally granted. The data and certificates from registration and supplier self-assessment will be checked and stored in the central supplier database.
- 2.5 Usage of our supplier portal is only available to our key suppliers. Key suppliers receive an e-mail with their login data. A password is assigned to each user. The user has to make sure that no other person obtains knowledge of the individual password. If a user realizes that another person has obtained knowledge of his/her password or if a misuse of the login data is suspected, the user is obliged to immediately change his/her password and to inform AUMA of the unauthorised use.
- 2.6 Changes to the data provided in the supplier self-assessment are to be performed immediately and without prior request to the applicant or supplier.

- 2.7 In case of violation of these rules, in particular in the event of misuse of personal login data, AUMA reserves the right to block the access and take legal steps.

3. Deleting data or access authorisation

- 3.1 AUMA reserves the right to remove suppliers from the AUMA supplier portal as well as to block the access to the supplier portal at any time and without giving any reason.
- 3.2 Should AUMA exercise the right to delete data or access authorisation or should operation of the supplier portal be discontinued, AUMA will delete all user data as well as all other personal data of the supplier, once they are no longer required for processing business relations.
- 3.3. AUMA stores applicant data to be able to contact the applicant as potential supplier in case of new AUMA projects. All applicant data will be automatically deleted 24 months after receipt of supplier's application by AUMA, unless the applicant requests deletion before. Data of applicants having qualified as suppliers and registered with AUMA as key supplier, are stored by AUMA during and for business purposes and the purpose of the performance and processing of the agreement.
- 3.4. Suppliers shall have the right at any time and without giving reason, to demand the deletion of their registration from the supplier database and access authorisation to the AUMA supplier portal. Deletion of all data transmitted to AUMA will be performed unless they are required for processing ongoing contractual relationships. In this case, AUMA shall delete all user data and all other personal data of the supplier stored once they are no longer required for compliance of the agreement.

4. Use of supplier portal

- 4.1 The use of the AUMA supplier portal is only for the purpose of possible business establishment and follow-up support of business relationship between AUMA and the supplier. AUMA shall be entitled to determine or modify duration and extent of specific access authorisation as well as general scope of services offered within the framework of the supplier portal, if applicable.
- 4.2 User shall abstain from any misuse of the AUMA supplier portal. It is prohibited to bypass security precautions or to perform any applications that may result in damage to AUMA systems. Furthermore the supplier shall be liable to refrain from any activities, either performed by himself/herself or third parties, that might destroy or manipulate databases or IT systems of AUMA.
- 4.3 The user shall neither be allowed to distribute, lease or make information available in any other form to a third party nor may this information used in any commercial way by third parties. In particular, the supplier

must refrain from any attempt to view data of other suppliers which is not commonly accessible.

5. Copyright

- 5.1. The contents of the AUMA supplier portal are protected by copyright and may not be made public, reproduced, modified or passed on to third parties without prior consent.
- 5.2. AUMA grants the supplier a non-exclusive and non-transferable right to use the information and documents available in the AUMA supplier portal in compliance with these general user conditions and purposes of use resulting thereof.
- 5.3. Texts, photos, graphics, drawings, sound, animation and videos as well as their arrangement in the supplier portal, to the extent specialised, are protected under copyright law and other protective legislation. Copyrights, naming rights and trademarks as well as other intellectual property rights of AUMA as well as its licensors, in particular brand names and logos, shall be observed.
- 5.4. The supplier grants AUMA a non-exclusive right, unlimited by time and space, to use and exploit correspondence, information and documents available in the AUMA supplier portal in compliance with these general user conditions and the resulting purpose of use. The purpose of use includes the explicit right to compare and evaluate information of the supplier with information of other suppliers or by third parties and for this purpose to exchange this information with the AUMA group companies. Existing secrecy obligations shall not be affected. Furthermore, the supplier's right to object to future use of supplier's information and to demand deletion of his/her registration shall also not be affected

6. Data protection and data security

- 6.1 When collecting, using and processing personally identifiable data of the supplier, AUMA will observe the applicable data protection laws. The general data privacy statement, available on the AUMA website, shall be applied unless stipulated otherwise within the general user conditions of the AUMA supplier portal.
- 6.2 The user explicitly agrees to the permanent storage and use by AUMA of data provided by the supplier within the scope of the operation of the supplier portal. In particular AUMA has the right to use and process data provided by the supplier for the purpose of purchasing, including the processing of contractual relations as well as internal comparison of this data with that of other suppliers. Clause 3 shall remain unaffected.
- 6.3 The supplier will instruct users of the portal to protect login data and, in particular, the password against unauthorized use.

7. Suppliers duties

- 7.1 The supplier shall be obliged to inform immediately and without prior request of any changes to data provided by the supplier within the scope of self-assessment and to update the data stored in the supplier portal accordingly. In particular, this shall apply to the expiration of any certifications that the supplier had listed according to clause 2.3.
- 7.2 The supplier shall be obliged to change all passwords that are used for access to the service on a regular basis. Should the supplier become aware that an unauthorised third party has obtained knowledge of a password, the supplier must immediately inform AUMA and change the password. The supplier shall be liable for all damage to AUMA incurred as a result of third parties having obtained knowledge of a password due to negligent or intentional conduct of the supplier or his/her employees.
- 7.3 Regarding the AUMA supplier portal, the supplier shall be prohibited, intentionally or negligently,
- to violate any intellectual property right or any other proprietary right, refer to clause 5.3.
 - to upload any contents containing a virus, a so-called Trojan horse, or any other malware that could manipulate, damage or affect data or the functionality of the supplier portal,
 - to transmit, store or upload hyperlinks or contents to which the supplier is not entitled, in particular in cases where such hyperlinks or contents violate confidentiality obligations or are unlawful; and
 - distribute advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings of viruses, defects or similar.
- 7.4 The supplier shall be responsible for correct configuration and use of the AUMA supplier portal according to his or her needs.
- 7.5 The supplier has to make sure that receipt of e-mails is possible via the e-mail address stated on the supplier master data form. He/she must ensure that the given and stored address data etc. in the AUMA supplier portal is kept up to date.
- 7.6 AUMA shall not be obliged to store data and documents. Documents required for legal or fiscal reasons must be stored by the supplier who shall be responsible for applying appropriate technical precautions.

8. Warranty and liability

- 8.1 The information made available via the supplier portal has been compiled with utmost care and diligence by AUMA. Furthermore, AUMA shall neither be liable for the availability nor the functionality of the supplier portal. The provided information shall be non-binding and may be subject to change at any time.
- 8.2 In all cases of contractual and non-contractual liability, AUMA shall provide damages or replacement of futile expenditure only to the extent defined below:
- (a) In the event of gross negligence and lack of guaranteed quality, AUMA shall be liable to pay damages in full but only to the amount of foreseeable damage to be prevented by the guarantee or breach of obligation.
 - (b) In other cases: only in the event of infringement of an essential obligation (cardinal obligation) and up to the following liability limit, listed in the following sub-clause.

The breach of a cardinal obligation in accordance with section 8.2 (b) consists in a breach of a duty whose fulfilment makes the proper execution of the contract possible in the first place and whose violation puts the attainment of the contractual purpose at risk and in whose observance the supplier may routinely trust.

- 8.3 Liability as described in paragraph 8.2 (b) shall be limited to foreseeable and typical contractual damage. .
- 8.4 It shall be the supplier's responsibility to minimize possible occurring damage and expenditures by backing up his/her data at sufficient intervals and in suitable form. Suitable form shall mean data backup enabling restoring data with reasonable efforts.
- 8.5 However, the objection of contributory negligence remains open. The liability limitations according to section 8.1 shall not apply in case of liability for personal injury and liability under the Product Liability Act.

9. References and links

The AUMA supplier portal contains links to the AUMA website or other AUMA maintained content on external platforms. Links to external websites are checked prior to initial integration. AUMA does not assume any liability for such external content as AUMA has no control on this content. Providers of information accessible via these external links are responsible for the content and correctness of the information. At the time of link integration, no violations of right were apparent to AUMA. Once AUMA has gained knowledge of potentially illegal content, AUMA will immediately remove them from the AUMA websites. AUMA shall only be liable from the time it became aware of the illegality.

10. Changes to the general user conditions

- 10.1 AUMA reserves the right to change the general user conditions at any time. Relevant changes will be advised in an appropriate manner.
- 10.2 Should changes to the general user conditions affect the rights of suppliers, suppliers concerned can object to the changes of the general user conditions within two weeks after the modification. After expiration of the deadline, the changed general user conditions will become effective. AUMA reserves the right to delete the registration in accordance with clause 3.

11. Final provisions

- 11.1 Should a provision of these general terms and conditions of use be or become fully or partially invalid and/or unenforceable, the remaining provisions shall remain unaffected. The same shall apply in case of any legal void.
- 11.2 For these general user conditions, German law excluding the provisions of the international private law and the provisions of the United Nations Convention on Contracts for the international Sales of Goods shall apply.
- 11.3 Exclusive place of jurisdiction for any disputes arising within the framework of these general user conditions shall be AUMA headquarters.

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