

DRAEXLMAIER Group Supplier Portal Terms of Use

Version 4, dated June 1, 2016

Link: <http://www.draexlmaier.com/supplier-portal.html>

1. Standard Conditions and Area of Application

- 1.1. The DRAEXLMAIER Group Supplier Portal (hereafter referred to as "Portal") is a platform which enables (i) the DRAEXLMAIER Group (hereafter referred to as "DRAEXLMAIER " and/or "Portal Operator") to publically post its commercial terms and conditions, directives, guidelines and processes for the procurement, logistics, supplier quality areas (among others) and to communicate any changes hereto; and (ii) DRAEXLMAIER suppliers (hereafter referred to as Supplier(s)), upon registration, to use Portal in order to submit their bidding offers, access commercial information and use other applications integrated in the Portal and/or to access other information available on the Portal, in electronic form.
- 1.2. Any Supplier that wishes to enter into a business relationship with DRAEXLMAIER to supply DRAEXLMAIER with products and services must register to use the Portal. Suppliers may only use the Portal after they have been authorized and have received the login data from DRAEXLMAIER.
- 1.3. These Terms of Use shall apply to all processes and applications with regards to the Portal and apply exclusively to all the companies of DRAEXLMAIER.
- 1.4. Any offer, acceptance, declarations or other acknowledgement made and/or transmitted via the Portal by the Supplier shall have the same legal and binding effect as declarations made by or sent by other by other means; such as by mail, fax or telephone.

2. Supplier Obligations

2.1. Access by way of Strictly Confidential Password and Authorization

- 2.1.1. All Suppliers that have been registered to use the Portal are issued a **password** to gain access. The Supplier agrees to treat its password as **strictly confidential** and not to use the password beyond its contractual scope. The Supplier also agrees to prevent all unauthorized use of the password by third parties. The Supplier shall, without delay, inform DRAEXLMAIER of any misuse, or suspected misuse, that is detected. Furthermore, the Supplier hereby declares that any and all of its employees, agents or affiliates that have access to use the password are duly **authorized** to issue any and all necessary statements and binding declarations of intent for their company.
- 2.1.2. The Supplier shall take all necessary **precautions** to prevent viruses, worms, Trojan horses, etc. from harming, obstructing or infiltrating the Portal of the Portal Operator. In the event that the Supplier causes a malicious infiltration, the Supplier shall inform the Portal Operator thereof without delay.
- 2.1.3. In the event that a Supplier breaches any of its obligations stipulated in the preceding paragraphs, DRAEXLMAIER has the right to exclude the Supplier, and any of its affiliates, from the use of the Portal. DRAEXLMAIER shall remain unaffected by any claims for damages or liability towards the Supplier.

2.2. Acceptance of Terms

All Suppliers agree to comply with the Terms of Use listed above regarding the authorization and access to the Portal and the submission and receipt of electronic information. Hence, all Suppliers shall waive any claims or disputes regarding the validity, effectiveness or binding nature of any transactional information submitted via the Portal, with the exception of any legal rights granted under any applicable jurisdiction regarding contract rescission.

2.3. Operational Capability of the Communication Systems

The Supplier agrees to maintain its part of the communication systems in perfect operational condition and in accordance with the best available technology.

3. Cost of Communication Systems

- 3.1. The cost of using the Portal shall not be reimbursed.
- 3.2. Each Supplier is responsible for all operational costs of its communication system, including, but not limited to, maintenance costs, the costs of personnel, purchasing and installation of its communication system, as well as the associated costs of software and other technical devices, the elimination of any possible disruptions, actual and expected identification of errors and costs required to maintain the communication system at the best available technology.

4. DRAEXLMAIER Liability in the Area of Portal Applications

DRAEXLMAIER bears no liability, for any reason whatsoever, for damages stemming from or in connection with the usage of the Portal. Any liability obligation mandated or prescribed by law remains unaffected by the limitation of liability listed above. The use of the Portal and the notice of these Terms of Use are deemed to represent Supplier's express acceptance hereunto.

5. Non-Disclosure of Business and Trade Secrets

Prior execution of a written Non-Disclosure Agreement between DRAEXLMAIER and Supplier is a prerequisite for any business relationship with DRAEXLMAIER and authorization to use the Portal.

6. Data Protection

- 6.1. The Portal Operator merely collects and saves the personal data required for the login and identification of the Supplier. This includes the name, password and company with the address and real name of the person with the authorized access. DRAEXLMAIER only processes the personal data within the scope of effective data protection rights.
- 6.2. This data is stored on a server. The data shall be passed on to third parties only as absolutely required for correct handling. The data shall not be passed on for advertising or evaluation purposes.

7. Miscellaneous

- 7.1. These Terms of Use may be amended by DRAEXLMAIER from time to time and will be communicated accordingly in advance via Portal to the Supplier. **Amendments will be valid from the day of their communicated effective date and the latest version of these Terms of Use shall apply, unless the Supplier objects them to in writing within ten (10) business days from the day of their communication via Portal to the Supplier.**
- 7.2. DRAEXLMAIER shall place all its conditions, directives, guidelines and processes in the procurement, logistics, supplier quality and other areas ("Terms") on the Portal. These Terms may be amended from time to time and the amendments will be communicated accordingly in advance via Portal to the Supplier. **Amendments within the Portal will be effective and binding from the day of their communicated effective date and the latest version of the Terms shall apply, unless the Supplier objects them to in writing within ten (10) business days from the day of their communication via Portal to the Supplier.**

All other Terms contained in the Supplier Portal that are not explicitly amended by the posted Amendments shall remain unaffected and remain in full force.

- 7.3. Should any single provisions of these Terms of Use be or become fully or partly ineffective, the remaining provisions shall remain unaffected thereby. Ineffective provisions are to be mutually replaced by such provisions which come as close as possible to the target outcome by application of the principles of utmost good faith. The same applies to replacing any omissions.
- 7.4. These Terms of Use are exclusively subject to the laws of the Federal Republic of Germany. The provisions of the United Nations Convention on Contracts for the International Sale of Goods shall not apply.
- 7.5. The place of performance for all obligations stipulated in these Terms of Use shall be Landshut, Germany. The German system time of DRAEXLMAIER shall be applicable to all specified time.
- 7.6. The court of exclusive and controlling jurisdiction is in Landshut, Germany, and shall preside over and rule on all cases and disputes regarding the use and applications of these Terms of Use. DRAEXLMAIER is entitled, however, to bring legal action against the Supplier in its general place of jurisdiction.