

Terms of Use of the Maschinenfabrik Reinhausen GmbH Supplier Portal

Version of June 2014

1. Scope of application

The following terms apply to the use of the Supplier Portal of Maschinenfabrik Reinhausen GmbH (MR). This Supplier Portal serves as a communication platform for business relationships between MR and its vendors. It is used to send MR inquiries to suppliers, send supplier offers to MR, as well as to facilitate other business-related communications. The Supplier Portal is intended exclusively for businesspeople as defined in § 14 of the German Civil Code (BGB). Use of the portal is free of charge for suppliers.

2. Definitions

2.1. Supplier

Within the context of these Terms of Use, Suppliers are companies that have business relationships with MR or are applying to begin such relationships.

2.2. Company Administrator

The Company Administrator is the employee of the Supplier who is authorized to change data and supplier master data as well as create and modify users in the MR Supplier Portal. The system will initially designate the first person from the supplier to register with the portal as the Company Administrator.

2.3. User

Users are Vendor employees who are authorized by the Company Administrator to use the functions in the MR Supplier Portal.

3. Registration

In order to maintain the security of business transactions, access to use the MR Supplier Portal is restricted to registered suppliers.

The registration process can be initiated by MR or the Supplier and proceeds as follows: When the Supplier applies through the MR Supplier Portal, he is required to complete the provided registration form truthfully. The applicant then receives an automatically generated e-mail with initial registration data. Once registration is complete, the Supplier is required to fill out a questionnaire completely and truthfully. Once the system verifies that the data is complete, the application will be forwarded to the responsible person at MR. After the data has been examined, the Supplier will be notified of the approval or rejection of its application to use the MR Supplier Portal. If MR invites the Supplier to participate in the Supplier Portal, the preceding will be applied accordingly.

MR is authorized to determine the veracity of the Suppliers' registration data by collecting data from the Supplier itself or from third parties. MR is further authorized to demand evidence of the Supplier's registered users' power of representation.

The Supplier is obliged to provide complete and truthful information and to update any subsequent changes in the portal without delay.

This agreement is concluded by way of the Terms of Use of the MR Supplier Portal upon activation of the Supplier. Once activated, the Supplier will receive a corresponding message sent to the e-mail address entered during registration. The Supplier will also receive a username and starter password. The first time the portal is used, the Supplier will change this password into a password known only to him.

With registration, the Supplier confirms that it is performing a commercial or professional activity.

MR is authorized to refuse registration for objective reasons, particularly when the Supplier makes false or misleading statements.

4. Rights of MR

4.1. Usage rights

MR is authorized to use, for the duration of the usage of the Supplier Portal, all data in the company profile also for MR-associated companies in accordance with §§ 15ff. of the German Public Companies Act (AktG) (regarding “Declaration of Data Protection of the Supplier Portal” – see Download Center http://www.reinhausen.com/en/desktopdefault.aspx/tabid-1580/1987_view-1166/categories-1166/catname-Dokumente%20zum%20Lieferantenportal).

4.2. Blocking of prohibited content

MR is authorized, upon receipt of positive knowledge of illegal and/or prohibited content, violations of legal rules, criminal law, or common decency, to immediately block this content.

4.3. Revocation of usage rights

MR is authorized to fully or partially exclude the Supplier, permanently or temporarily, from use of the Supplier Portal or to block the usage data if the Supplier violates these Terms of Use or any other contractual or statutory obligations during use of the portal.

4.4. Disclaimer

MR, its legal representatives, and its employees will be liable, irrespective of legal reason, only for gross negligence, intentional acts, or violation of obligations that are significant for attainment of the contractual purpose (cardinal obligations). In case of negligent violation of cardinal obligations, MR's liability will be limited, within the framework of reimbursement of damages and expenses, to foreseeable damages that are typical to the contract. This is not applicable in cases of death, bodily injury, harm to health, or any other compelling liability reasons.

5. Obligations of the Supplier

5.1. Compliance with Terms of Use

The Supplier is obligated to comply with these Terms of Use. The Supplier is obliged to require the Company Administrator and other users to comply with these Terms of Use.

5.2. Selection of competent employees, rights of representation

The Supplier will select as the Company Administrator and users only natural persons with corresponding competence in the use of the Supplier Portal. The Supplier assures the presence of a corresponding power of representation.

5.3. Obligations of the Company Administrator

The Supplier is responsible for registering, maintaining, and blocking its users on the MR Supplier Portal. In doing so, the Supplier must ensure that the requirements of the German Federal Data Protection Act (BDSG) are observed.

5.4. Obligations for technical requirements and data verification

The Supplier is responsible for providing the equipment and technology necessary for use of the Supplier Portal. This applies particularly to all required devices, data-transmission lines, telecommunication services, and to the acquisition of browsers. The Supplier must conclude the corresponding contracts with third parties in its own name and at its own cost as well as ensure observance of applicable European and national regulations.

5.5. Prohibition of manipulation

The Supplier is not authorized in any way to manipulate the functions of the Supplier Portal. In particular, the Supplier may not make any entries or transmit any data that contain or may contain viruses, trojans, or similar executable program codes and/or that are suitable for damaging, viewing, querying, forwarding, or deleting data or systems or providing unauthorized parties access to data systems or areas. The Supplier

may not use any mechanisms, software, or other routines that can interrupt or overload the MR Supplier Portal.

5.6. Secure usage of access data

Access data must be protected from third-party knowledge, access, and use. This applies particularly to Supplier employees who are not designated as the Company Administrator or user. Any actions and use of access data of a Company Administrator or user will be treated as their actions and attributed to the Supplier.

5.7. E-mail address and other address data

The Supplier ensures the ability to receive e-mails through the e-mail address specified by the Supplier in the master data. The Supplier therefore ensures that the address data, etc. applicable to him will always be current.

5.8. Prohibition of illegal content

Any offers or announcements of the Supplier that violate legal rules, particularly criminal law or common decency, are prohibited. If the Supplier detects such a violation, he must announce this to MR without delay.

5.9. Change and usage prohibition / protective rights

The Supplier is not authorized to modify, publish, transfer, save, or reproduce the Supplier Portal or portions thereof, nor to produce, distribute, or display derived content, nor to utilize the services and information in any other way. The Supplier is obligated not to violate commercial protective rights, copyrights, or any other rights of other parties.

5.10. Archiving

MR is under no obligation to archive data and documents. The Supplier must take corresponding technical measures at its own expense to archive any information and documents that are required for legal or tax reasons.

5.11. Secrecy

The Supplier is obliged to maintain the secrecy of all commercial secrets or other confidential information attained during its business relationships. The secrecy obligation does not exist if the associated information was already generally known at the time of announcement, became generally known thereafter without the fault of the Supplier, was verifiably known to the Supplier before submission of this declaration, is or was legally obtained by a third-party without violation of this secrecy obligation, or was or is verifiably developed by the Supplier independent of the provision of the information. The Secrecy Agreement concluded between MR and the Supplier regulates the full particulars.

6. Origination of contracts during use of the Supplier Portal

Inquiries of MR directed at the Supplier are always non-binding and do not represent an offer. The offers provided by the Supplier to MR are binding and can therefore be submitted only without conditions. A contract at the agreed contract terms is originated with the acceptance of the offer by MR. However, acceptance of the offer by MR does not occur through the Supplier Portal, but instead through other channels, e.g. by way of a corresponding SAP order. However MR is not obliged to accept an offer of a Supplier.

7. Liability for impairment of the portal

The Supplier will be liable for any damage to the MR Supplier Portal caused by the Supplier, its legal representatives, or its vicarious agents. The Supplier indemnifies MR from all third-party claims associated with violation of protective rights. The same applies to claims arising from the creation or distribution of prohibited content. MR may be held liable neither for restricted accessibility of the Supplier Portal nor for any technical defects that may appear. Furthermore, MR may not be held liable for any damages resulting from this.

8. Changes to the Terms of Use

MR is authorized to change these Terms of Use at any time. MR will announce any changes by way of announcements on the Supplier Portal. The current version is stored on the Supplier Portal.

9. Severability clause

Should one or several provisions of these Terms of Use be or become impermissible or invalid, this will not affect the validity of the remaining provisions. A legally permissible and effective stipulation that most closely approximates the ineffective stipulation and the involved parties' intended financial purpose will take the place of the impermissible or ineffective stipulations. The same applies to any contract gaps.

10. Applicable law/place of jurisdiction

The MR headquarters in Regensburg is the exclusive place of jurisdiction for all disputes between MR and the Supplier. MR is also authorized to bring action at the Supplier's place of business and at any other permissible place of jurisdiction. For the legal relationships between MR and the Supplier, the law of the Federal Republic of Germany will apply with exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG).