

# General Terms of Use of the Dürr Supplier Portal

On the website <http://supplier.durr.com>, Dürr Systems GmbH (called "Dürr" in the following) offer the internet service Dürr supplier portal (called "portal" in the following) for Dürr and the enterprises associated with Dürr according to § 15 AktG (in the following together called "Dürr group"). The protected area of the portal provides functions, applications and information showing business processes between the enterprises of the Dürr group and both their existing and potential suppliers. Only such potential or existing suppliers (called "User" in the following) who are registered with Dürr will receive access to the Dürr supplier portal.

The use of the Dürr supplier portal occurs exclusively on the basis of these General Terms of Use (GTU).

## 1. Registration, Password, Accessibility

1.1 The use of the portal presupposes a [registration](#) of the user.

1.2 For the registration, truthful specifications have to be made; any possible later changes have to be updated immediately in the portal under „Administration" and/or "Enterprise profile".

1.3 It is necessary that users ensure the access and the processing of E-mails at the indicated e-mail address, so that communications by enterprises of the Dürr group will reach the user promptly.

1.4 In the course of the registration, the user will choose a user name and will receive a system-generated password. With the password, he can see and change the access data. Dürr recommends changing this password into a random one as soon as possible.

1.5 Dürr reserves the right to refuse applications for participation / registration or to withdraw access rights anytime and without specifications of reasons.

## 2. Costs

For the use of the portal, Dürr will not charge any fee. The expenditures of the users resulting, such as in particular for the internet use, the own administration as well as the purchase of suitable hardware and software within the framework of the portal use will not be refunded by Dürr.

## 3. Use Authorization

3.1 The right to use the portal is restricted to entitled employees of enterprises of the Dürr group and entitled employees of the users determined by Dürr.

3.2 The previously mentioned group of persons may exclusively use the portal within the framework of the existing business relations with an enterprise of the Dürr group. The use is restricted to the fulfillment of the respective contractual duties within a given time and with regard to the contents. Any use exceeding that is excluded. This is also applicable in particular if the role allotted to the user contains not required authorizations.

3.3 Dürr is entitled to define duration and extent of actual access authorizations as well as the general range of services of the services offered within the framework of the portal.

#### **4. Duties of Care of the User**

4.1 The access data must be kept strictly confidential by the user; the user has to ensure in particular that no unauthorized third party will gain knowledge of the password.

4.2 Independent of the internal legal relation to the respective user, anyone who legitimizes himself towards the enterprises of the Dürr group justifies himself by entering the access data is regarded as entitled to make legally effective declarations for the user. The enterprises of the Dürr group are not obliged to carry out any examination of the authorization exceeding that.

4.3 Every user has the possibility to apply for the deletion of his registration in writing. The deletion of all data sent to Dürr will occur provided that this will not oppose to the handling of possible running contractual relationships with an enterprise of the Dürr group. In this case, Dürr will delete all user data and all other stored data of the potential supplier as soon as these are not needed anymore.

4.4 In case of a suspicion that the access data of a user are notified by unauthorized persons, the respective user is obliged to immediately block his access data. The block (deletion) has to be carried out by the user himself immediately electronically (under "Administration of all users/user list") or to be arranged for by sending an E-mail to: srm.support@durr.com. The blocking by Dürr is only possible during the usual office hours.

4.5 The user has to inform immediately of changes of his data specified in the application for registration and to update the change in the supplier portal "(under "Administration and/or "Enterprise profile") or to be arranged for by sending an E-mail to: srm.support@durr.com.

4.6 The user is further obliged to refrain from all activities that might lead to a destruction or manipulation of databases or IT systems of enterprises of the Dürr group or the partner enterprises specific of Dürr by him or third parties.

4.7 The user will be liable for all damages attributable to him that will arise for an enterprise of the Dürr group or third party in particular due to a violation of the regulations of the paragraphs 4.1 to 4.6.

#### **5. Data Protection, Secrecy, Copyright**

5.1 For the investigation, the use and the processing of personal data of the user, Dürr will observe the applicable data protection legal regulations. The user expressly agrees to the permanent saving and use of the data transmitted by him by the enterprises of the Dürr group for all purposes within the framework of the operation of the supplier portal.

5.2 The user is obliged to handle all information attained within the framework of the use relationship and knowledge confidentially and to protect it against the notice by unauthorized persons.

Information and knowledge may at no time be sold, rented or left to third parties in any other manner by the user.

5.3 All texts, figures, graphics and drawings as well as their arrangement in the portal are subject to the protection of the copyright and other protection laws. The contents of the portal may not be copied, distributed, changed or made accessible to third parties. The drawings contained in the portal may be subject to the copyright of third parties.

5.4 Dürr grants the user a not exclusive and nontransferable right to use the information

available in the Dürr portal and knowledge to the extent as it satisfies the intention pursued by Dürr. Usage rights are only granted in this respect and for so long as this is necessary for the legitimate use of the portal.

## **6. Liability, Compensation, Reference to Third Parties' Internet Pages**

6.1 The portal is operated with due diligence. Still, no guarantee for the availability of the portal as well as the absence of defects and accuracy of the contained information can be assumed. The information contained in the portal is subject to change at any time, both in technical and commercial respect and also with regard to price. Obligatory statements can only be given referring to actual inquiries. Due to this freedom from obligation, any and all liability by Dürr for the correctness of the information is excluded.

6.2 Otherwise, Dürr will be liable as follows:

6.2.1 Dürr will be liable without limitation for damages caused intentionally or roughly negligent. The same is valid for culpably caused damages that are based on the injury of life, body or health.

6.2.2 In cases of product liability, Dürr will be liable according to the product liability law and for damages caused by the culpable violation of essential contract duties. If Dürr has slightly negligent violated any essential contract duties, the compensation liability resulting from that will be restricted to the substitute of the contract-typical, foreseeable damage.

6.2.3 Otherwise, any and all compensation liability by Dürr is excluded, regardless for which legal foundation.

6.3 If the portal refers to internet pages that are operated by third parties, Dürr will not assume any responsibility for their contents.

## **8. Miscellaneous**

8.1 If any changes in these General Terms of Use should become necessary, Dürr will inform the user of that and will offer him the continuation of the use relationship at the changed conditions. If the user should refuse the change, Dürr will cancel the use relationship and will delete the existing access authorizations. Paragraph 1.5 remains unchanged.

8.2 If a regulation of these general terms of use should be or become ineffective, the validity of these General Terms of Use will otherwise not be affected by that. Within just and reasonable bounds and according to good faith, Dürr and the respective user are obliged to replace the ineffective definition by a permissible regulation that is identical in economical success, provided that no essential change of the contents is caused by that.

8.3 German law shall be used for this GTU and all commitments resulting from that except for the collision standards of the International Private Law as well as the UN purchase law.

8.4 Stuttgart (Germany) will be place of performance and exclusive venue for all conflicts resulting from or in connection with these General Terms of Use. Dürr reserves to bring an action at the legal venue of the respective user.