

General Conditions of Use of the ifm Supplier Portal

Section 1 - Scope

ifm electronic gmbh (hereinafter referred to as "ifm") operates the ifm supplier portal (hereinafter referred to as "SP"). The SP is a web-based platform for handling electronic purchasing processes and the resulting business processes. The General Conditions of Use specify the conditions for using the SP but not the conditions of the contracts concluded electronically between suppliers and buyers via the SP. With his registration the supplier accepts the validity of these General Conditions of Use. The SP addresses only companies according to section 14 of the German Civil Code (BGB) section 312 e para. 1. No. 1-3 of the German Civil Code (BGB) does not apply. ifm reserves the right to change the services offered via the SP.

Section 2 - Services

The supplier can use, among others, the following functions free of charge:

- Registration process for new suppliers
- Maintenance of company profiles and contact persons
- Handling of requests for quotations
- Handling of long-time supplier declarations
- Access to the information system with supplier key indicators regarding turnover, delivery reliability, quality

Section 3 - Registration, password

Only registered suppliers can access and use the SP. The supplier is obliged to provide complete and true information in the context of the registration and to notify ifm immediately of possible subsequent changes. In particular, the supplier will notify ifm immediately when the right of representation of the employees authorised by the supplier to access the SP expires.

When the registration process has been completed, the supplier will receive a confirmation by e-mail. The access to the SP will be activated for the supplier so that he can use the SP. The supplier will be notified of the activation by e-mail. At the same time he will receive an organisation identification and a password (hereinafter referred to as "access data").

When he logs in for the first time the supplier will change the password given to him by ifm to a password only known to him. The supplier ensures that the access data is not accessible to third parties and he is liable for all activities performed under the access data if he cannot prove that the data was disclosed to third parties through no fault of his own. After each use the password protected area must be exited by logging out.

The supplier must ensure that e-mails can be received at the e-mail address indicated by him. For this reason he must in particular ensure that the address data etc. indicated by him are always up-to-date.

Section 4 - Rights of use of contents, information and documentation

ifm grants the supplier a non-exclusive and non-transferable right to use the contents, information and documentation provided on the SP, as specified in the contract.

Section 5 - Obligations of the supplier

When using the SP the supplier must not:

- infringe industrial property rights and copyrights or any other property rights;
- transmit contents with viruses, so-called Trojans or other programs which can damage the software;
- enter, save or send hyperlinks or contents for which he has no rights, especially if these hyperlinks or contents infringe secrecy agreements or are illegal; or
- distribute publicity or unsolicited e-mails (so-called "spam") or unfounded warnings of viruses, malfunction and similar, or issue invitations to competitions, pyramid schemes, chain letters, and similar actions.

The supplier grants ifm a non-exclusive, free, worldwide right to use, copy, process, distribute and display, in whole or in part, contents transmitted by the supplier to ifm, e.g. the self-assessment (hereinafter referred to as "supplier's data") as far as this is necessary for ifm to fulfil its contractual obligations towards the supplier. ifm has the right to sublicense or transfer the aforementioned rights, to the required extent, to subcontractors. The supplier guarantees that he is authorised to grant ifm the rights mentioned under this point.

The supplier will provide ifm with all required data and information in due time so that ifm can fulfil properly all its obligations under this contract and the agreements concluded in the context of this contract.

ifm assumes no liability for the data transmitted by the supplier. ifm does not verify the contents transmitted by the supplier to ifm. The supplier indemnifies ifm, on first request, from any claims made by third parties against ifm in the context with the supplier's data.

ifm is entitled to block the access to the SP at any time if the supplier infringes his obligations under these conditions, and to delete any material or contents related to the infringement.

Section 6 - Hyperlinks

The SP contains hyperlinks to websites of third parties. In addition, third parties have the possibility to post their own information on the SP. ifm neither assumes responsibility for these websites nor claims these websites and their contents to be its own since ifm does not control the linked information and is not responsible for the linked contents and information. The supplier uses them at his own risk.

Section 7 - Liability for material defects and defects of title

If ifm provides services free of charge, liability is excluded for material defects and defects of title of the services, in particular for their trueness, correctness, absence of property rights and copyrights of third parties, completeness and/or usability - except in the event of wilful or fraudulent intent as well as injury to persons, body or health.

Section 8 - Data protection

In order to make it possible for the supplier to register and access the SP it is necessary to save and process person-related data. When collecting, using and processing person-related data of the supplier, ifm complies with the applicable data protection provisions. Also see the separate document "Data protection".

Section 9 - Collateral agreements, place of jurisdiction, applicable law, use from outside Germany

Collateral agreements are to be made in writing.

Place of jurisdiction is Essen. German laws apply excluding the UN Convention.

The SP is operated by and under the responsibility of companies located in Germany. ifm assumes no liability for whether services of the SP may be used also outside Germany. If the supplier accesses the SP from outside Germany, he alone is responsible for compliance with the applicable provisions according to the relevant national laws. Access to services on the SP from countries where this access is illegal is not permitted.

Section 10 - Changes to these General Conditions of Use

ifm is entitled to change or amend these General Conditions of Use with an appropriate period of notice at any time. If the supplier disagrees with the change or amendment, he is obliged to object in writing within four weeks upon receipt of the notification. If the supplier does not object to the changed conditions within the time limit, they will become effective according to the notification.

ifm will mention this in the notification. If the changes or amendments are indispensable for ifm due to mandatory legal reasons, the notice requirement and the right of objection of the supplier do not apply. Changes and amendments implemented due to such mandatory legal reasons are not a reason for claims for damages against ifm.

Section 11 - Term of the agreement, termination

After access activation, the supplier is entitled to unlimited use of the SP. Every year he will receive a notification from ifm requesting him to update or confirm the information that he indicated for the registration. ifm is entitled to revoke the activation at any time.

Section 12 - Miscellaneous

If one or several provisions of this contract are fully or partially ineffective or not feasible, the validity of the other provisions remains unaffected. The ineffective or unfeasible provision will be replaced by a corresponding valid provision which comes closest to the economical purpose of the ineffective or not feasible provision.