

1. Suppliers portal

1.1 ZOLLERN GmbH & Co. KG (referred to hereinafter as “ZOLLERN“) operates a suppliers portal (referred to hereinafter as “SP“) under the domain name <http://www.zollern.de/en/company/supplier.html> for ZOLLERN itself and for its subsidiaries (referred to hereinafter as “ZOLLERN companies“).

1.2 Every supplier that intends a business relationship with ZOLLERN to enter into a supply relationship is obliged to register in the SP. The requirements for using the SP are defined by ZOLLERN alone. ZOLLERN is entitled at any time to make changes to the SP and define requirements for using the SP.

1.3 Offers and any other declarations made via the SP have the same legal effect as declarations of intent which are communicated otherwise, e.g. by fax or email.

1.4 These Terms of Use apply to all processes and acts relating to the SP and the contracts concluded thereunder and apply for ZOLLERN and all ZOLLERN companies on a conclusive and exclusive basis.

1.5 ZOLLERN, with its SP, provides a web-based platform via which ZOLLERN resp. the ZOLLERN companies and their suppliers can exchange information and documents and handle and execute business processes. In the SP, the supplier registration processes take place and purchase transactions including among other things the handling of requests and offers are processed in an automated manner.

2. Essential duties of the Supplier

2.1 The Supplier, to be able to use the SP, must register in the SP. The Supplier receives a password for using the portal. The Supplier undertakes to keep the password communicated to it strictly secret and prevent any use by unauthorized third parties. If and as soon as the Supplier becomes aware of any actual or potential misuse, it will inform ZOLLERN accordingly without undue delay (“unverzüglich“). The Supplier further declares and confirms that all and each and every of its employees and its affiliates which have access to the SP are authorized to make all necessary and required declarations including binding declarations of intent.

2.2 The Supplier will take all reasonable measures to prevent viruses or other malware from getting into or intruding the SP. If the Supplier becomes aware of any such process, it will inform ZOLLERN without undue delay (“unverzüglich”).

2.3 The Supplier is obliged – also upon registration – to provide complete and accurate information and data and report any subsequent changes to such data to ZOLLERN without undue delay (“unverzüglich”). In particular, the Supplier will inform ZOLLERN without undue delay (“unverzüglich”) if and as soon as an employee who was originally authorized by the Supplier to access the SP is no longer authorized to do so.

2.4 After every SP session, the user must leave the password-protected area using the log-out function.

2.5 ZOLLERN and/or every ZOLLERN company is entitled at any time to block the use of the SP by the Supplier or exclude the Supplier from the SP if there is legitimate reason to suspect, or if it becomes apparent that the password has been disclosed or passed on to unauthorized third parties or that the SP is not used in accordance with these Terms of Use. This also applies in the case that incorrect data is entered. Moreover, ZOLLERN resp. the ZOLLERN Company reserves the right to refuse registration for objectively legitimate reasons.

2.6 The Supplier is obliged to ensure that it can be contacted under the contact data provided by it, especially under the indicated email address. If the Supplier’s contact data changes, the Supplier will inform ZOLLERN resp. the ZOLLERN company accordingly without undue delay (“unverzüglich”) and – where permitted – up-date the relevant data in the SP.

2.7 The Supplier is obliged to comply with the present Terms of Use. The Supplier is obliged to commit its users to compliance with the present Terms of Use.

2.8 The Supplier is not allowed to make technical changes to the SP on its own. The Supplier is in particular not allowed to circumvent the existing security precautions of the SP. The Supplier must refrain from anything that might change or modify or damage the SP or the technical EDP installations or equipment of ZOLLERN resp. a ZOLLERN company.

3. Costs relating to the portal resp. the use of the portal

3.1 The Supplier will not be reimbursed for any costs which the Supplier incurs regarding the use of the portal. The Supplier bears all costs associated with the use and/or functioning of its own communication installations as well as all costs incurred for its personnel alone.

3.2 ZOLLERN provides the SP for free.

4. Rights of use / Property rights

4.1 ZOLLERN grants the Supplier a non-exclusive, non-transferable and restricted right to use the contents, information and documentation made available to the Supplier in the SP to the extent agreed between the parties or, in default of any specific agreement, to the extent required and reasonable regarding the purpose pursued by ZOLLERN in making the said contents, information and documentation available to the Supplier. The Supplier is not granted any intellectual or other property rights in the contents contained in the SP. Insofar, ZOLLERN resp. the relevant ZOLLERN Company reserves all rights. The rights of use will only be granted to the extent and for as long as this is required for the legitimate use of the SP.

4.2 Texts, images, charts, diagrams and drawings in the SP are protected by copyright and other protective laws. The Supplier is not allowed to copy, distribute, alter or make the content of the portal available to third parties. The information in the SP may be subject to copyrights of third parties. ZOLLERN does not warrant that the contents are free of third-party rights. Any use of such information for authorized purposes is at the Supplier's own risk.

5. Liability

5.1 ZOLLERN resp. the relevant ZOLLERN Company does not accept any liability for the Supplier data or other information provided by the Supplier. The Supplier, upon first written request, will indemnify ZOLLERN resp. the relevant ZOLLERN Company from any and all debt claims and other claims of third parties which third parties assert against ZOLLERN regarding the Supplier data.

5.2 ZOLLERN, even though carefully operating the SP, does not warrant the availability (including technical availability) of the SP or the faultlessness of the contents made available in the SP.

5.3 If the Supplier retrieves data from the SP and can reasonably be expected, when exercising due care as is usual in the ordinary course of business, to recognize that the data provided is incorrect or incomplete, the Supplier will inform ZOLLERN to that effect in writing without undue delay ("unverzöglich"). If the Sup-

plier intentionally or negligently fails to inform ZOLLERN, ZOLLERN or the relevant ZOLLERN Company cannot be held liable for any damage resulting therefrom.

5.4 ZOLLERN resp. the relevant ZOLLERN Company, without prejudice to their liability for intentional or grossly negligent conduct or mandatory liability provided for by law, does not accept liability for any damage resulting from the use, the impossibility of use or from hardware or software defects of the SP or from the loss of data caused thereby, or for other damage caused to the systems of the users, regardless of the legal basis. In particular, ZOLLERN does not warrant the absence of viruses. Therefore, the Supplier, prior to downloading information and data, will arrange for appropriate security measures and virus scanners. Any download or other receipt of information and data while using the SP is at the Supplier's own risk.

5.5 The Supplier explicitly agrees to the terms set out in § 5.

6. Data protection/ Privacy

6.1 ZOLLERN resp. the relevant ZOLLERN Company collects and stores only those personal data which is required for the registration and identification of the Supplier or for the execution of the concluded contract whereby the applicable data protection and privacy laws are observed.

6.2 The privacy policy is available and can be viewed at <https://www.zollern.com/en/header-footernavigation/privacy-policy.html>

7. Secrecy

7.1 The Supplier is obliged to maintain secrecy of all information and knowledge regarding business secrets which the Supplier has received in using the SP. The Supplier is obliged to protect all information that has become known to the Supplier in using the SP against cognizance by unauthorized persons or parties.

7.2 The Supplier makes sure that only those employees will take cognizance of the aforesaid information who necessarily need to know the information for using the SP or executing any concluded contracts – even when concluded via the SP.

8. Miscellaneous provisions

8.1 These Terms of Use may be changed or modified by ZOLLERN from time to time. The changed or modified Terms of Use will be made available to the Supplier on the ZOLLERN website

(<http://www.zollern.de/en/company/supplier/terms-of-use.html>) and will be valid as of their effective date.

In all cases, the respective current version of these Terms of Use valid at the time will apply unless the Supplier rejects them in writing within ten (10) working days (“Werktage”) from their publication on the ZOLLERN website (<http://www.zollern.de/en/company/supplier/terms-of-use.html>)

8.2 ZOLLERN resp. the relevant ZOLLERN Company will lodge their respective General Terms of Business, procedural instructions and requirements, guidelines and procedures regarding procurement, supplier quality and other issues (“**supplementary applicable documents**”) on the ZOLLERN website

(<http://www.zollern.de/en/company/supplier/relevant-documents.html>). The said Terms of Business may be changed or modified from time to time. The changed or modified Terms will be made available to the Supplier on the ZOLLERN website (<http://www.zollern.de/de/unternehmen/lieferanten/terms-of-use.html>)

and will be valid as of their effective date. **In all cases, the respective current version of the Terms of Business valid at the time will apply unless the Supplier rejects them in writing within ten (10) working days (“Werktage”) from their publication on the ZOLLERN website (<http://www.zollern.de/en/company/supplier/relevant-documents.html>)**

9. Applicable law and place of jurisdiction

These Terms of Use as well as all obligations resulting therefrom are governed by German law with the exception of the conflict of laws rules and UN Sales Law (CISG).

The place of jurisdiction is the domicile of ZOLLERN or that of the respective ordering ZOLLERN Company. ZOLLERN however reserves the right to sue the Supplier at any other permissible place of jurisdiction.