

Terms of Use

for the

KMW-Supplier Portal

Preamble

- (1) Krauss-Maffei Wegmann GmbH & Co. KG (hereinafter "KMW") operates the KMW Supplier Portal (hereinafter "supplier portal") under the following domain:

<https://www.sp.kmweg.de>

- (2) With the supplier portal, KMW provides a web-based platform through which KMW and its suppliers can exchange information and documents and handle business processes. This includes, for example, purchasing processes or the exchange of certificates, etc.
- (3) With this supplier portal, the cooperation between KMW and the respective suppliers should become faster and more efficient. In addition, media breaks and resulting transmission errors and/or ambiguities should be avoided.
- (4) The supplier portal shall be used exclusively on the basis of these terms of use. The agreed terms and conditions form the basis for handling business processes between KMW and the supplier.
- (5) Texts, pictures, graphics and drawings as well as their arrangement on the supplier portal are subject to copyright protection and other protective laws. The content of the portal may not be copied, distributed, changed or made accessible to third parties. The drawings contained on the supplier portal may be subject to the copyright of third parties.

§ 1 Admission to the supplier portal

- (1) Suppliers may apply for access to the supplier portal. This application shall be made directly via the portal, but may also be made in writing or in text form in justified exceptional cases.
- (2) The basic prerequisite for granting access is the conclusion of a confidentiality agreement between KMW and the supplier.
- (3) KMW reserves the right to decide on the granting of access in individual cases. If a supplier's application is rejected, KMW shall not be obliged to state the reasons for this decision.

§ 2 Registration, Password

- (1) The supplier portal can only be used by registered suppliers. The supplier shall receive a separate request with explanations on registration for this purpose.
- (2) Within the scope of registration, the supplier shall be obliged to provide complete and truthful information and to inform KMW immediately of any subsequent changes.
- (3) Each supplier shall receive a system-generated password and a user ID for use of the supplier portal. The supplier shall ensure that user identifications and passwords are kept secret. After successful registration, the supplier shall receive confirmation by e-mail.
- (4) Upon initial receipt, the supplier shall change the password provided by KMW into a password known only to the supplier. The access data shall enable the supplier to see and change his data. The supplier may assign rights of use and reading to his employees. The employee carrying out the registration must be created as administrator and can maintain further contact persons.
- (5) After each use, the password-protected area must be left by logout. If the supplier establishes that an unauthorised third party has nevertheless gained knowledge or misused the access data, it shall be obliged to inform KMW immediately in writing. Upon receipt of the notification, KMW shall block access to the password-protected area with these access data.

- (6) The user names and passwords are confidential information in the sense of the confidentiality agreement concluded with the supplier.

§ 3 Use of the supplier portal

- (1) KMW shall not charge the supplier any fees for the provision and use of the supplier portal.
- (2) KMW's declaration of intent, e.g. order or delivery call-off, shall be received by the supplier by opening the order document (pdf).
- (3) The text of the contract is available for inspection and download in the supplier portal in the form of an order.
- (4) By sending the order confirmation, the ordering process is completed according to the agreed conditions.
- (5) The contract is concluded either in German or English.

§ 4 Obligations of the Supplier

- (1) The supplier is obliged to bear his own costs and other expenses incurred in connection with the use of the supplier portal.
- (2) The supplier is obliged to keep the data stored by him in the supplier portal up-to-date and complete.
- (3) The supplier must ensure that it is possible to receive e-mails at the e-mail address specified by him. He must therefore in particular ensure that the address data etc. specified by him are always correct.
- (4) The Supplier shall treat all information obtained through the use of the Supplier Portal as confidential information in accordance with the confidentiality agreement concluded with the Supplier.

§ 5 Withdrawal of the right of use

KMW reserves the right to subsequently withdraw the right of access from suppliers for objectively justified reasons, in particular if the supplier breaches its obligations under § 4.

§ 6 Liability

- (1) KMW shall operate the supplier portal with due care. Nevertheless, KMW cannot accept any liability for the availability and quality of the supplier portal or for the correctness and completeness of the information posted there. The supplier shall not be entitled to have his data backed up or lost; however, KMW shall be entitled to back up data. Furthermore, the use of the Internet shall also be at the supplier's own risk. KMW shall therefore not be liable for any technical failure of the Internet or access to the Internet.
- (2) References and links to third-party websites do not mean that KMW adopts the content behind the reference or link as its own. The contents do not constitute any responsibility on the part of KMW for the data and information provided there. KMW has no influence on the content behind the link. KMW is therefore not liable for illegal, incorrect or incomplete content or for damage caused by the use of content behind the link.
- (3) The information contained in the supplier portal is subject to change at any time. Binding statements can only be made in response to specific enquiries. Due to this non-binding nature, KMW accepts no liability whatsoever for the accuracy of the information.

- (4) If the supplier retrieves data via the supplier portal and can recognise that incorrect or incomplete data has been entered, he shall inform KMW immediately in writing, taking into account the care required in business life. If the supplier culpably fails to provide this information, KMW shall not be liable for any resulting damage.
- (5) With the exception of intent or gross negligence, KMW shall not be liable for damages, irrespective of the legal grounds, resulting from the use, the impossibility of use or any hardware or software errors of the supplier portal or from a resulting loss of data or other damage to the user's systems, irrespective of the legal grounds. In particular, the absence of viruses cannot be guaranteed. Before downloading information and data, the supplier shall ensure that appropriate security measures and virus scanners are in place. Any downloading or other receipt of information and data when using the supplier portal shall be at the supplier's own risk. In the event of a breach of essential obligations (cardinal obligations), i.e. obligations the fulfilment of which is necessary to achieve the objective of the contract, KMW shall only be liable for foreseeable damage typical of the contract if this was caused by simple negligence. The above limitations of liability shall not apply in cases of fraudulent misrepresentation, the assumption of a guarantee or cases under the product liability act.
- (6) All questions in connection with the use of the KMW supplier portal shall be directed to the e-mail address lieferantenportal@kmweg.de set up specifically for this purpose or to a responsible employee under the telephone number +49 561.105.2950. If the supplier contacts JAGGAER directly, he shall be charged with the costs incurred by KMW as a result.
- (7) Within the scope of the above limitations of liability, KMW's liability shall also be excluded for consequential damages, in particular for lost profits or for compensation for damages to third parties.

§ 7 Data protection/ Confidentiality

- (1) The collection, processing and use of personal data by KMW and JAGGAER Austria GmbH (hereinafter referred to as "JAGGAER") is required in order to enable the supplier to register and access the supplier portal.
Further information on the handling of your personal data, in particular on the rights to which you are entitled, can be found in our data protection declaration at <https://www.kmweg.de/datenschutz/information-nach-artikel-13-dsgvo.html>.
- (2) The supplier hereby expressly consents to the permanent storage and use of the data provided by him by KMW and JAGGAER for all purposes within the scope of the operation of the supplier portal and order processing.
- (3) With the exception of the aforementioned requirements of paragraphs (1) and (2), the parties assume that no personal data will be processed by KMW in order to fulfil the obligations under this contract with the exception of contact data of the contact persons. Nevertheless, the supplier shall be obliged to observe the relevant data protection regulations in the course of the execution of the contract. The supplier shall be obliged to use only such persons who have been obliged to maintain data secrecy and telecommunications secrecy when rendering the service under this contract. Upon request, the supplier must provide KMW with evidence of the data secrecy obligation required under data protection law. If the supplier gains access to personal data in the course of the execution of the contract, the parties shall examine whether the conclusion of an order processing agreement is to take place in accordance with Art. 28, 29 EU-DSGVO. Should this be necessary, the supplier shall conclude a corresponding agreement with KMW at no additional cost.
- (4) The supplier is obliged to treat all information and knowledge about business processes, in particular business and trade secrets, obtained within the scope of the user relationship as confidential and to protect all information obtained in connection with the use of the supplier

portal against unauthorised access by third parties. The confidentiality agreements concluded in each case with the supplier shall remain unaffected by this.

§ 8 Final provisions

- (1) A partial or complete transfer of the rights resulting from this contract by the contractor to third parties requires the prior written consent of the client.
- (2) If changes to these General Terms of Use become necessary, KMW shall inform the supplier on the pages of the supplier portal and offer him the continuation of the user relationship under the changed conditions. If the user rejects the change, KMW shall have the right to terminate the user relationship and delete the existing access rights. Amendments or supplements to this contract - including this clause - which are not carried out as described in the previous sentence must be made in writing and signed by both parties in order to be legally effective.
- (3) Should individual provisions of this contract be invalid or unenforceable or become invalid or unenforceable after conclusion of the contract, this shall not affect the validity of the remainder of the contract. The invalid or unenforceable provision shall be replaced by a valid and enforceable provision whose effects come as close as possible to the economic objective pursued by the parties with the invalid or unenforceable provision. The above provisions shall apply mutatis mutandis in the event that the contract proves to be incomplete. § 139 BGB does not apply.
- (4) German law shall apply to these terms of use.
- (5) The place of jurisdiction shall be Munich.