

General Terms and Conditions of Use for the Supplier Portal of the Client:

0. Preamble

These terms and conditions of use shall apply to external as well as internal users.

1. Scope:

The proprietor of that portal (hereinafter "Client") offers Supplier Portal (hereinafter "Portal") internet services through its websites. Employees of the Client and its affiliated companies shall access via these websites.

2. The following terms and conditions shall regulate the use of the Portal:

It is possible that existing contracts (including terms and conditions of use, confidentiality agreements, conditions of purchase) could apply to any services of the Client and its affiliated companies to which the Portal may refer. In the event of a conflict between those existing contracts and these General Terms and Conditions of Use the former shall prevail.

3. Services

The Portal has web pages, which are accessible by the public, as well as access-restricted web pages for which registration is required. After logging in, partners have access to a general as well as a function-specific selection of information and services.

4. Costs

The Client itself, shall request no remuneration for the development of the Portal and making it available for use. The cost of any services provided by means of the Portal shall be subject to separate agreement. Any user costs associated with the Portal such as, in particular, access to the Internet, user and administration overheads as well as the purchase of necessary hardware and software shall not be refundable by the Client.

5. Organizational Requirements

Access to the Portal's non-public web pages is restricted to the employees of the Client and its affiliated companies and those companies designated by the Client as partners. Access requires prior registration:

Registration can only be made through authorized internal company master administrators / administrators. Supplementary

terms and conditions shall apply to master administrators / administrators.

Users shall log in at the beginning of every session. User names and initial passwords required for login shall be assigned to users on registration.

The Client reserves the right to fully or partially refuse registration or login or to cancel any existing rights of access.

6. Technical Requirements

The current technical requirements for access are described under [Security](#). These requirements may, if necessary, be adapted to individual situations.

7. Duration and Extent of User Rights

The right to use the Portal is restricted to employees of the Client and its affiliated companies and to the employees of those companies designated by the Client as Client Partners.

The use the Portal by the above-mentioned group of individuals shall only be in connection with actual business with the Client and its affiliated companies. The timing and purpose of such use is restricted to the performance of respective contractual obligations. Any other use is prohibited. This shall in particular also apply to users whose assigned function includes unnecessary privileges.

The Client is entitled to determine the duration and extent of any rights of access as well as the general scope of services provided through the Portal. In the event that the Client terminates user rights without cause and notwithstanding the user's need for access for the performance of contractual obligations to the Client, the Client shall have no claim for the non-performance of those contractual obligations.

Both the Client and the user are entitled to terminate user rights and obligations at any time.

8. User's Duty of Care

The right of access is not transferable. The user shall assure that his password does not come into the possession of any unauthorized third party. In the event that a user becomes aware that an unauthorized third party has come into possession of his password or if the user has reason to believe that improper use is being made of his access details, the user shall immediately amend his password. Should this not be possible, the user shall promptly notify his master administrator / administrator. Upon any changes in his position or responsibilities, the user shall request the

master administrator / administrator to change his rights of access to be consistent with his changed responsibilities. In addition, the user shall inform the master administrator / administrator whenever the reasons for the granting rights of access cease to exist such as in connection with the termination of employment by a partner company or an early termination of the contractual relationship between the Client or its affiliate company and the partner company.

The Client reserves the right to deny access and to seek other forms of legal redress in the event of any infringement of these terms and conditions in particular in relation to the improper use of user-related access details. The user is further prohibited to engage in any activities, which could result in the destruction or manipulation by that user or any third party of databases or IT systems of the Client or its affiliated companies or its designated partner companies.

9. Confidentiality, Information Protection, and Protection of Personal Data

Notwithstanding any existing legal or contractual obligations regarding confidentiality, the following undertakings shall be continuing and therefore remain valid after the termination of user rights:

The user undertakes to treat all knowledge relating to business secrets, which come into his possession, as confidential.

The user shall assure that any protected data, which comes into his possession through the use of the Portal, is not transmitted to any unauthorized persons.

The Client complies with international standards for the protection of personal data. Details can be found in the Portal's [Data Protection Notice](#).

10. Liability

The portal is maintained with the necessary diligence. Nevertheless, while the information provided is believed to be accurate, it may include errors or inaccuracies. In no event shall the Client be liable to any person for any special, indirect or consequential damages relating to the use of the portal or its unavailability, unless caused by gross negligence or intentional misconduct. For the clarification it shall be ascertained, that this limitation of liability shall not infringe the supplier's right to accuse the Client of the unavailability of the portal or any inaccuracy of information provided, if the use of the portal was necessary and agreed upon contractually. The Client waives its liability for any links from

the portal to third party websites and their content.

11. Trademarks

Unless otherwise stated, all trademarks used in the Portal are protected by the Client or its affiliated companies. This is, in particular, applicable to any trademarks, type designations, logos and emblems.

12. License

All intellectual property contained in the Portal such as patents, trademarks and copyrights are protected. User rights are granted only to the extent and for the duration that they are required in connection with any legal use of the Portal. In addition, no license is granted for the use of intellectual property of the Client or its affiliated companies or third parties.

13. Copyright

Text, pictures, graphics, sound, animations and videos as well as their layout in the Portal are protected by copyright and/or other intellectual property rights. User rights are granted only to the extent and duration that they are required for the legal use of the Portal. In addition, the contents of the website may not be copied, distributed, altered or otherwise made available to third parties for commercial purposes. It is possible that photographs or other images on the website may have been copyrighted by third parties.

14. Supplementary Terms and Conditions for Administrators

The following terms and conditions apply to master administrators / administrators. The master administrator / administrator shall be the partner companies' central organizational point of contact in connection with the use of the Portal. He is responsible for the organization and co-ordination of electronic communications between partner companies and the Client. To assist him, deputies and, for decentralized user administration, additional administrators may be designated.

The master administrator / administrator shall, in general, receive all information relating to the operation and use of the Portal server and shall have access to all data of the Portal server intended for his company.

A master administrator / administrator shall be designated by each partner company and shall act on its behalf.

The master administrator / administrator is responsible for assuring that only requests for access from authorized persons are forwarded

or notified to the Client. He shall be personally responsible for the maintenance and updating of his company's user data. Whenever a user's position or responsibilities are changed, he shall assure the consistency of access privileges with that user's new responsibilities including the termination of employment with a partner company or an early termination of the contractual relationship between the Client or its affiliate companies and the partner company. In addition, the master administrator / administrator shall delete user information either on termination of the user's employment or at that user's express request.

15. Concluding Provisions

In the event that it becomes necessary to amend these General Terms and Conditions of Use, the Client shall notify the user and offer to extend the validity of his user privileges applying the amended terms and conditions. If the amended terms and conditions are refused by the user, the Client shall terminate user privileges and cancel existing rights of access. In the event that any provision of these General Terms and Conditions of Use is or becomes ineffective, then all other terms and conditions of use shall remain unaffected. The Client and the supplier shall, in all reasonable good faith, replace the ineffective provision with a permissible provision, the commercial consequences of which are as close as possible to those of the ineffective provision, to the extent that this does not result in a material amendment of the content.

These terms and conditions as well as the legal relationship between the parties are subject to Austrian law. Any disputes arising in connection with these General Terms and Conditions of Use shall be subject to the exclusive jurisdiction of the courts of Vienna.