

1. Applicable regulations

1.1 MANN+HUMMEL GMBH (hereinafter "MANN+HUMMEL"), operates on behalf of MANN+HUMMEL and companies associated with MANN+HUMMEL (hereinafter "MANN+HUMMEL Group") the MANN+HUMMEL Supplier-Portal (hereinafter "SRM Portal") at

<https://www.srm-mann-hummel.com/>

which will in future be used to manage purchasing processes. This Portal should make the exchange of information required for initiating and settling contracts quicker and more efficient. In using the SRM Portal, the parties agree that declarations of consent transmitted electronically are just as legally binding as declarations in any other form, such as by letter, fax or telephone.

1.2 Potential suppliers must successfully register and then be approved as a supplier (hereinafter "User") by the responsible specialist department within the MANN+HUMMEL Group in order to submit bids, be awarded a contract by a company within the MANN+HUMMEL Group and participate in a tender process or auction.

2. Registration/approval as a participant

2.1 To become a participant the User must submit an application for registration. To do this, the User should complete the electronic form, providing full and accurate information.

2.2 The User selects a user name and receives a system-generated password during registration. Using this password, the User can view and change their login data. MANN+HUMMEL recommends immediately changing this password. MANN+HUMMEL will inform the User electronically whether the registration request was accepted or denied.

2.3 The User must ensure that they can access and process e-mails received at the e-mail address provided in order for messages from companies within the MANN+HUMMEL Group to reach the User promptly.

2.4 MANN+HUMMEL does not charge for the provision and use of the SRM Portal. MANN+HUMMEL will not compensate the User for any expenses incurred whilst using the SRM Portal, e.g. costs for using the internet, fulfilling the requirements for registration or for the User's internal administration.

2.5 MANN+HUMMEL retains the right to reject applications for participation/registration and to revoke access rights after they have been granted.

3. Usage rights

3.1 The right to use the data on the SRM Portal is restricted to authorised employees of MANN+HUMMEL and its associated companies (MANN+HUMMEL Group) and to authorised employees of users specified by MANN+HUMMEL.

The abovementioned authorised persons may only use the SRM Portal exclusively within the framework of the existing business relationship with MANN+HUMMEL or the MANN+HUMMEL Group.

3.2 Users approved as participants may only use the SRM Portal exclusively under these General Terms of Use. MANN+HUMMEL may supplement, modify or replace these Terms of Use with further conditions in individual cases, as well as make changes to the general services provided on the SRM Portal.

3.3 MANN+HUMMEL will inform the User of changes to these Terms of Use in writing or electronically. The changes will be considered accepted if the User does not submit their objections in writing within two weeks of access. These objections may be submitted by fax or in electronic form (such as e-mail or other telecommunications). MANN+HUMMEL will expressly inform the User of their right to object and of how certain behaviour will be interpreted. If the User raises objections to the validity of the amended conditions, MANN+HUMMEL is entitled to terminate the User's approved participation with immediate effect.

4. Change of supplier data

The User agrees to inform MANN+HUMMEL of changes to the information given in their application for registration and approval and to make the appropriate changes on the SRM Portal immediately.

5. Password

5.1 Each User will receive a user name and password for accessing the supplier area of the SRM Portal. The password can be changed by the User themselves. When choosing a password, the User must ensure that characters are not repeated and that no generally recognised words and/or names are used.

5.2 The User must ensure that unauthorised third parties do not obtain knowledge of the User's password.

5.3 If the User determines that an authorised third party has obtained knowledge of the User's password, or if the User suspects that their access data has been used improperly, the User must immediately change their password and inform MANN+HUMMEL of this breach.

5.4 If the User loses their password, MANN+HUMMEL must be informed immediately (by e-mail). MANN+HUMMEL will provide the User with a new password.

5.5 If the abovementioned rules are broken, particularly if a user's access data is used improperly, MANN+HUMMEL reserves the right to revoke access privileges and take further legal action.

6. Supplier obligations

The User is required to bear the risks of transmitting data onto the MANN+HUMMEL gateway. The User agrees to observe any legal provisions, especially those included in the Data Protection Act. The User agrees not to use or transmit any software or data to, run any applications on or submit content to the SRM Portal which contains computer viruses or may otherwise affect, modify or damage technical facilities, software or data belonging to MANN+HUMMEL or a third party. Furthermore, the User is not permitted to perform any act which offends common decency or infringes upon industrial property rights, copyrights or other proprietary rights assigned to MANN+HUMMEL or third parties. The User is not permitted to submit, save or send hyperlinks or content for which they are not authorised, or to break the laws in force in any other way.

7. Copyright/licence / trademark law

7.1 The pages, text, images and graphics and their arrangement on the SRM Portal are protected under copyright law. Usage rights are only granted if and for as long as they are required for proper use of the SRM Portal. Furthermore, no licence is granted to use the intellectual property of MANN+HUMMEL, the MANN+HUMMEL Group or third parties.

7.2 Trademarks used on the SRM Portal are subject to trademark rights of MANN+HUMMEL, its associated com-

panies or third party companies. These include brands, model names, logos and emblems in particular. Any unauthorised or improper use of these trademarks is expressly forbidden.

8. Hyperlinks

The SRM Portal may contain links to third party websites. MANN+HUMMEL is not responsible for the content of these websites, nor does it adopt these websites and their content as its own. These websites and their content are not checked by MANN+HUMMEL and MANN+HUMMEL is not responsible for the content and information contained therein. The User makes use of these websites at their own risk.

9. Cookies

MANN+HUMMEL is entitled to store cookies on the User's computer during the use of the SRM Portal. Cookies are used so that the User is automatically recognised the next time they use the SRM Portal. The User can block cookies from being stored or delete cookies by using the appropriate browser settings. Blocking cookies may result in limitations to the use of the SRM Portal, for which MANN+HUMMEL accepts no responsibility.

10. Termination/discontinuation of the supplier portal

10.1 Both MANN+HUMMEL and the User are entitled to terminate the User's participation at any time in writing (including e-mail) with immediate effect. This notice of termination may be submitted by fax or in electronic form (such as e-mail or other telecommunications).

10.2 If MANN+HUMMEL discontinues the operation of the SRM Portal, the User will be informed of this by e-mail in due course. The User's participation ends immediately if the SRM Portal is discontinued, without requiring a separate notice of termination. The User does not have any right to enforce continuation of the SRM Portal.

10.3 If the User's participation is terminated or the SRM Portal is discontinued, MANN+HUMMEL will delete all user data and any of the User's other personal information saved provided this information is no longer needed for contractual purposes.

11. Liability

11.1 MANN+HUMMEL will take great care in operating the SRM Portal; however, MANN+HUMMEL cannot accept liability for the availability and quality of the SRM Portal or the accuracy and correctness of the information provided therein.

11.2 If the User accesses data on the SRM Portal and, taking professional care, determines that the information is incorrect or incomplete, the User must inform MANN+HUMMEL of this immediately in writing. This notice may be submitted by fax or in electronic form (such as e-mail or other telecommunications). If the User neglects to inform MANN+HUMMEL, MANN+HUMMEL does not accept liability for any resulting damages.

11.3 MANN+HUMMEL does not accept any liability whatsoever for any damages, irrespective of legal basis, resulting from the use of the SRM Portal, the inability to use the Portal or possible hardware or software errors occurring on the Portal, unless caused by gross negligence or wilful intent on the part of MANN+HUMMEL. In particular it must be noted that the Portal cannot be guaranteed to be free from viruses. Therefore, before downloading information from the Portal, the User must employ adequate security measures and virus scanners. The User downloads or otherwise obtains information and data during the use of the SRM Portal at their own risk.

12. Data protection/confidentiality

12.1 MANN+HUMMEL shall observe the applicable provisions of the Data Protection Act when collecting, using and processing the personal data of the User.

12.2 The User expressly agrees to allow MANN+HUMMEL to permanently store and use the data provided by the User for all purposes pertaining to the operation of the SRM Portal.

12.3 Irrespective of other existing legal or contractual obligations to maintain confidentiality, the following shall apply even after the User's participation has been terminated.

12.4 The User agrees to treat any information and knowledge of trade secrets obtained during the use of the Portal as confidential. The User must ensure that any confidential information associated with the use of the SRM Portal cannot be obtained by unauthorised persons.

13. Other provisions

13.1 If individual provisions of these Terms of Use become invalid in part or in whole, this shall not affect the validity of the remaining provisions. In this case the parties agree that the invalid provision shall be replaced by a valid provision which is best suited to achieve the desired commercial purpose, in due consideration of both parties' interests. The same shall apply to any potential loopholes.

13.2 The place of jurisdiction for any legal disputes which may arise in relation to the use of the SRM Portal is Stuttgart, provided the User is considered a merchant under the German Commercial Code.

13.3 These Terms of Use are subject to German law, without regard to conflict of law provisions.

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