

## General Terms of Use for the VOITH SLM & E-Sourcing Portal

VOITH GmbH (hereinafter referred to as "VOITH") operates a Supplier Lifecycle Management (SLM) & E-Sourcing Portal for its own use as well as for that of its subsidiaries. It can be found at <http://voith.com/en/group/purchasing-174.html>. This SLM & E-sourcing Portal is designed to allow potential suppliers, service providers and other subcontractors (hereinafter referred to as the "suppliers") to present their companies as well as their products and services in accordance with these Terms of Use and to take part in bid invitations. This allows VOITH to increase its knowledge of an individual supplier.

The VOITH SLM & E-Sourcing Portal shall be used solely on the basis of these General Terms of Use.

### 1. Personal supplier information

- 1.1 If VOITH decides to register a supplier and include it in the VOITH SLM & E-Sourcing Portal database, the supplier will be provided with a user name (user) and password. The supplier then receives an invitation via our portal to check its master data, answer questions on compliance and sustainability, provide personal supplier information and upload certifications. The supplier guarantees the accuracy and completeness of the data and information that it enters.
- 1.2 Once it has received the data, VOITH will verify the information submitted by the supplier and the details which it has provided about itself. VOITH reserves the right to decide whether the supplier's data is included in the VOITH SLM & E-Sourcing Portal database. The supplier has no right to be included on this portal database. After receipt of the details concerning the supplier, VOITH also reserves the right to ask additional questions which may be of interest to VOITH with regards to inclusion in this SLM & E-Sourcing Portal database.
- 1.3 The access data also enables the supplier to amend the data provided. The supplier is obligated to provide, without delay and without prior prompting, notification of any amendment to the data it has provided, and is also obligated to update the data saved on the VOITH SLM & E-Sourcing Portal accordingly. This applies in particular to the ex-

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piry of the period of validity of any certifications which the supplier has notified pursuant to point 1.1.

- 1.4 The access data allows the supplier to amend the data provided specifically or in a generally valid way within every bid invitation. The supplier receives an individual invitation for every request for quotation and logs on to the platform with its user name and password to submit a quotation or turn down the opportunity to bid. Once quotations have been submitted by the supplier, these are legally binding. VOITH reserves the right to accept the quotation in part or in full in accordance with the bid invitation. Amendments in bid invitations after the quotation has been submitted shall only be permissible with the separate agreement of the responsible buyer.

## **2. Use of the VOITH SLM & E-Sourcing Portal**

- 2.1 Within the scope of its use of the VOITH SLM & E-Sourcing Portal, the supplier must respect all intellectual property rights belonging to VOITH and to third parties, in particular copyrights, trademark rights and rights relating to legal names.
- 2.2 Misuse of the VOITH SLM & E-Sourcing Portal is forbidden. In particular, the supplier shall refrain from any attempts to view data of other suppliers which is not generally accessible in this SLM & E-Sourcing Portal.
- 2.3 At no time may information be distributed, leased or in any other way transmitted to third parties, or used for commercial purposes.

## **3. Guarantees and liability**

- 3.1 VOITH is not liable for the accessibility or operational capability of the SLM & E-Sourcing Portal.
- 3.2 VOITH shall employ its best efforts to ensure that the information contained within this SLM & E-Sourcing Portal is reliable and free of errors. Such information is non-binding and may be amended at any time.



3.3 VOITH, its legal representatives and its staff shall only be liable, irrespective of the legal basis, in the event of gross negligence, premeditation or if an obligation arising from these General Terms of Use (material contractual obligation) is violated in a manner for which they are responsible. In the case of a negligent violation of a material contractual obligation, liability shall be limited to compensation and reimbursement of expenses for foreseeable damages which occurs in a standard case. These limitations on liability shall not apply if VOITH or its legal representatives and staff are vicariously liable in the event of injury to the life, body or health or for other reasons.

#### **4. Amendments to the General Terms of Use**

4.1 VOITH reserves the right to amend these General Terms of Use at any time. Attention will be drawn to any such amendments in an appropriate manner.

4.2 If the rights of suppliers are infringed by an amendment to the General Terms of Use, those suppliers affected may contravene an amendment to the General Terms of Use within two weeks of the amendment being made. Once this period of time has elapsed, the amended General Terms of Use shall become valid.

#### **5. Copyright**

5.1 The contents of the VOITH SLM & E-Sourcing Portal are protected by copyright.

5.2 VOITH grants the supplier a non-exclusive and non-transferable right to use any information available within the VOITH SLM & E-Sourcing Portal in accordance with these General Terms of Use and the intended use arising therefrom.

#### **6. Deleting a registration**

6.1 VOITH reserves the right to delete from the VOITH SLM & E-Sourcing Portal, at any time and without citing its reasons, any suppliers already registered and included in the SLM & E-Sourcing Portal database as well as any individual data transmitted by these suppliers, and to block access to the SLM & E-Sourcing Portal. VOITH also has the right to cease operating the SLM & E-Sourcing Portal as such at any time.



6.2 suppliers may apply in writing to have their data that is stored in the VOITH SLM & E-Sourcing Portal database deleted. This data shall be deleted provided that the deletion does not prevent the processing of existing contractual relationships or conflict with any overriding interests of VOITH. A deletion request must be sent to the following address: [Supplierportal@voith.com](mailto:Supplierportal@voith.com).

## 7. Data protection and data security

7.1 VOITH shall respect the applicable laws on data protection when collecting, using and processing personal data. The Privacy Protection Statement available at <http://www.voith.com/en/imprint/data-protection-statement-318.html> shall apply unless otherwise specified in these General Terms of Use for the VOITH SLM & E-Sourcing Portal.

7.2 Users of the SLM & E-Sourcing Portal shall protect their access data and, in particular, also protect the password appropriately against unauthorized use.

## 8. Final provisions

8.1 Should a provision in these General Terms of Use be or become invalid and/or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties shall replace the invalid and/or unenforceable provision without delay by a valid or enforceable provision which is closest to the commercial purpose of the invalid or unenforceable provision. This shall also apply for any loopholes.

8.2 German law shall apply to these General Terms of Use excluding international privacy standards and the United Nations Convention on Contracts for the International Sale of Goods.

8.3 The sole place of jurisdiction in the event of any disputes arising from these General Terms of Use shall be Heidenheim an der Brenz.

