

General Terms and Conditions of Use and Privacy Statement for the E.G.O. Supplier Portal

(Status as of October 2014)

E.G.O. Elektro-Gerätebau GmbH (hereinafter referred to individually or collectively with its affiliated companies according to §§ 15 *et seq.* of the German Stock Corporation Act (*Aktiengesetz – AktG*) as "E.G.O.") operates a supplier portal for its own purposes and for its affiliated companies at <http://www.egoproducts.com/en/my-ego/supplier-platform/>. This supplier portal is designed to enable existing and potential suppliers, service providers and other subcontractors of E.G.O. (hereinafter referred to as "Suppliers") to present their company or their products and services to E.G.O. in accordance with these Terms and Conditions of Use as well as to upload specific information and documents and share these with E.G.O.

Furthermore, the supplier portal is used for Supplier qualification, which may serve as a prerequisite for any contracts with Suppliers.

The supplier portal shall be used exclusively on the basis of the following General Terms and Conditions of Use and Privacy Statement for the E.G.O. Supplier Portal (hereinafter referred to as the "Terms and Conditions of Use").

1. Registration and login

1.1. Suppliers may register for and use the supplier portal in three different ways:

- a) The Supplier registers itself (subsections 1.2. - 1.6.), or
- b) E.G.O. adds an existing Supplier to the supplier portal. The existing Supplier will then be able to log in to the supplier portal using the login information sent by E.G.O. (subsections 1.3. - 1.6.), or
- c) A purchaser at E.G.O. creates an account for a potential Supplier on the supplier portal. This potential Supplier will then be able to log in to the supplier portal using the login information sent by E.G.O. (subsections 1.3. - 1.6.).

1.2. In order to register and join the supplier portal, Suppliers must completely and accurately fill out the mandatory fields, marked with an *. The questionnaire prompts Suppliers to provide general information about their company (hereinafter referred to as "Supplier Data") as well as contact person details (hereinafter referred to as "Personal Data"). Suppliers in selected countries (such as China) may also need to upload additional documents in order to register. The Supplier represents and warrants that the Supplier Data and Personal Data provided in the questionnaire are accurate and complete. Finally, in order to complete the registration process, Suppliers must accept E.G.O.'s Terms and Conditions of Use and the Privacy Statement.

The questionnaire is then sent to the responsible purchasing department for review and approval. E.G.O. reserves the right to determine whether a given Supplier will be registered and added to the supplier portal. Suppliers are not automatically entitled to

register and join the supplier portal. E.G.O. also reserves the right to modify the Supplier Data and/or Personal Data provided in questionnaires prior to approval.

Where E.G.O. approves a Supplier's registration, this Supplier will be added to the supplier portal.

- 1.3. The Supplier will then receive a user ID and a computer-generated password (hereinafter referred to as "Login Data") in two separate e-mails.

The e-mail containing the computer-generated password will also include a notice that, by logging in for the first time, the Supplier agrees to the Terms and Conditions of Use, which may in turn be accessed via a link in this e-mail.

The Supplier may use the link included in the e-mail containing the user ID to access the supplier portal when logging in for the first time. The Supplier must change the computer-generated password when logging in for the first time. The employee completing the registration process can then create a user account with the role of "Administrator" (hereinafter referred to as "Administrator"). The Administrator may create additional user accounts with their own logins (hereinafter referred to as "Users") and may assign them roles, i.e. privileges or rights. The Supplier shall ensure that Login Data is transmitted only to those employees who require a login.

- 1.4. The Supplier may view and modify its Supplier Data and Personal Data. If the Supplier modifies such data, E.G.O. will receive an automatic e-mail notification prompting it to approve the relevant changes. Once E.G.O. has approved the changes, the Supplier will receive an automatic e-mail notification stating that the changes were approved.

- 1.5. The Supplier shall ensure that the Login Data is not disclosed to third parties and shall be liable for all activities carried out with such Login Data unless it can demonstrate that the Data were disclosed to third parties through no fault of its own. After each use of the portal's password-protected areas, the Supplier shall exit the site by logging out. If the Supplier notices that an unauthorized third party has nevertheless obtained knowledge of the Login Data or has used it improperly, it shall, without undue delay, notify its responsible purchaser at E.G.O. by e-mail and request new Login Data. Once E.G.O. has received such notice, it will block access to the password-protected areas of the portal for this Login Data and send the Supplier new Login Data by e-mail. The Supplier may then create new Administrator and User accounts as described in subsection 1.3.

- 1.6. E.G.O. and the Supplier will communicate using the supplier portal. Only computer-generated e-mails will be sent. The Supplier shall ensure that it is able to receive e-mails at the e-mail address it has provided.

2. Use of supplier portal

- 2.1. The Supplier may access and use the supplier portal at no charge. E.G.O. will not reimburse the Supplier for any expenses incurred as in connection with the portal's

use, such as costs for Internet use, the Supplier's own administration or the purchase of suitable hardware and software.

- 2.2. The Administrator shall be responsible for registration of its users and for maintaining and administering user accounts.
- 2.3. The Supplier or third parties shall be prohibited from improperly using and/or circumventing security precautions in place on the supplier portal as well as from engaging in any activities which could lead to destruction or manipulation of data or IT systems belonging to E.G.O. The Supplier shall, in particular, refrain from making any attempt to view any data on the supplier portal which belongs to other suppliers and is not generally accessible as well as from running any applications on the supplier portal. The supplier portal may be accessed exclusively by the Administrator or User him- or herself using the granted Login Data.

3. Warranty and liability

- 3.1. E.G.O. will operate the supplier portal with due care. E.G.O. will be liable neither for the availability nor the functionality of the supplier portal. The correctness and accuracy of the information and/or documents stored on the supplier portal cannot be guaranteed. Any information and/or documents provided by E.G.O. are non-binding and subject to change at any time.
- 3.2. In the event of damage to property or financial loss caused by negligence, E.G.O. and its vicarious agents shall be liable only in cases where a material contractual duty was breached; however, the scope of any damages shall be limited to damage typical for the contract which was foreseeable upon conclusion of the contract; material contractual duties comprise those duties the fulfillment of which characterizes the contract and which the Supplier may reasonably expect to be performed.
- 3.3. In the event of damage caused by other means, E.G.O. shall be liable in the case of willful or grossly negligent breaches of duty, including those of its vicarious agents, subject to the statutory provisions. The foregoing shall also apply to damage caused by injury to life, limb or health.
- 3.4. E.G.O. shall be liable for the loss of Supplier data only to the extent that any such loss could have been avoided by taking appropriate preventative action.
- 3.5. In particular, E.G.O. cannot guarantee that its system will be virus-free. The Supplier shall therefore ensure that suitable security systems and virus scanners are in place prior to downloading documents. The Supplier acts at its own risk when downloading or receiving any documents in the context of using the supplier portal.
- 3.6. To the extent that the supplier portal refers to web sites operated by third parties, E.G.O. shall not be liable for the content of such sites.
- 3.7. E.G.O. assumes no liability for any Supplier Data, Personal Data and/or documents transmitted by the Supplier.

4. Entering into contracts

- 4.1. When a Supplier is added to the supplier portal, this shall not create an obligation on the part of E.G.O. to enter into a contract with the Supplier.
- 4.2. Transactions between E.G.O. and the Supplier shall be conducted exclusively outside the supplier portal. Unless agreed otherwise in writing, any such transactions shall be based on individual contractual agreements and the relevant E.G.O. company's Terms and Conditions of Purchasing, as amended.

5. Deregistration

- 5.1. E.G.O. reserves the right – without stating any reasons – to remove from the supplier portal registered Suppliers who have already been added to the portal and to block such Suppliers from accessing the supplier portal. E.G.O. may also discontinue operation of the supplier portal at any time.
- 5.2. Where E.G.O. asserts its right of deregistration or where the supplier portal's operation is discontinued, E.G.O. will block relevant Suppliers from accessing the portal. Furthermore, E.G.O. will delete the Supplier's Personal Data to the extent this data is no longer needed to settle any business transactions.
- 5.3. Suppliers may at any time and without stating any reasons apply for blocking of their access or deletion of the Personal Data by submitting a corresponding request by e-mail to the responsible purchaser. The Personal Data will be deleted within an appropriate time period provided that such deletion would not adversely affect the settlement of any current business transactions. Requests to block access or to delete Personal Data should be e-mailed to the relevant purchaser.

6. Copyright

- 6.1. The content (including in particular images, graphics and drawings) on the supplier portal is subject to copyright protection and other laws for the protection of intellectual property and may not be reproduced, distributed, modified or disclosed to third parties.
- 6.2. E.G.O. grants the Supplier a non-exclusive, revocable, non-transferrable license to use the content on the supplier portal only to the extent and for as long as necessary for the legitimate use of the supplier portal. If no specific scope of use has been agreed, the license shall be granted to the extent corresponding to E.G.O.'s intended objective.
- 6.3. In the course of using the supplier portal, the Supplier shall observe all protective rights of E.G.O. and third parties, in particular copyrights, rights to names, trademarks, brand names and logos. E.G.O. does not warrant that the content is free from third-party rights.

7. Privacy statement

- 7.1. In order to complete the registration process and provide access to the supplier portal, it is necessary to collect, process and use personal data of the Supplier by means of the questionnaire. For E.G.O., the privacy of Suppliers' personal data, including names, addresses, telephone numbers and e-mail addresses, as well as all other information entrusted to it, is a matter of vital concern. All data provided to E.G.O. will generally be treated confidentially and processed and used in accordance with the German Federal Data Protection Act (*Bundesdatenschutzgesetz* – BDSG) and other statutory provisions.
- 7.2. E.G.O. reserves the right to also use any data collected through the supplier portal for other offices and statistical purposes within the Group. Such data will not be disclosed to third parties.

7.3. Purpose

E.G.O. will store, process and use the data provided to it to the extent required to fulfill the following purposes: controlling business processes, quality assurance measures, supplier relationship management, risk management, using information and communications systems, administrating the supplier portal, statutory requirements and regulations.

7.4. Consent

By entering your personal data, you are granting E.G.O. the permission to store such data for the above-mentioned purposes. You may revoke such permission at any time by sending an e-mail to the responsible purchaser. Once your permission has been revoked, you may no longer use the supplier portal.

- 7.5. Please also note the information pertaining to data privacy at <http://www.egoproducts.com/en/imprint/>.

8. Confidentiality

- 8.1. The Supplier shall treat as strictly confidential any information it receives from E.G.O. at any time or in any manner, or is provided via the supplier portal, including in particular any documents and records (hereinafter referred to as "Confidential Information") and shall refrain from directly or indirectly exploiting – whether for financial or intellectual property purposes – or disclosing in part or in whole such Confidential Information to third parties in any form whatsoever unless E.G.O. has provided its prior written consent thereto. The Supplier shall take all suitable precautions to ensure the confidentiality of Confidential Information.
- 8.2. The Supplier shall disclose Confidential Information to its employees only to the extent that this is necessary in order to use the supplier portal or to settle the business transactions with E.G.O. The Supplier undertakes to ensure that this duty of confidentiality is fully observed by any and all persons who have received information from it, including in particular the Administrator and Users of the supplier portal.

- 8.3. Where any Confidential Information which the Supplier has received or recorded in written form or in any other tangible form is no longer needed in order to use the supplier portal or to settle business transactions with E.G.O., the Supplier must automatically return such Confidential Information without undue delay along with any and all copies in any form or on any storage medium whatsoever, or – to the extent that this cannot be reasonably expected– Supplier must destroy the relevant information carriers. The Supplier must provide written assurance of this if required. Furthermore, E.G.O. shall be entitled to request the return of Confidential Information at any time.
- 8.4. Where the Supplier notice that Confidential Information has come into possession of unauthorized third parties or that a confidential document has been lost, the Supplier shall notify E.G.O. of this in writing without undue delay.
- 8.5. The duty of confidentiality shall survive until E.G.O. releases the Supplier from such duty or until the Confidential Information becomes public knowledge by other means.

9. Miscellaneous

- 9.1. The supplier portal is not intended for use by consumers. Therefore, these Terms and Conditions of Use apply only to entrepreneurs within the meaning of § 14 of the German Civil Code (*Bürgerliches Gesetzbuch* – BGB). Any General Terms and Conditions of the Supplier which conflict or supplement with these Terms and Conditions of Use shall not apply, even in cases where their inclusion was not expressly objected to.
- 9.2. Should any provision of these Terms and Conditions of Use be or become ineffective or unenforceable, the validity of the remaining provisions of the Terms and Conditions of Use shall remain unaffected. In such cases, the ineffective or unenforceable provision shall be replaced by an effective and enforceable provision that comes closest to the economic purpose of the ineffective provision. This shall also apply if a gap becomes apparent during execution of the Terms and Conditions of Use.
- 9.3. These Terms and Conditions of Use shall be governed by German law without regard to its conflict of laws provisions or to the UN Convention on the International Sale of Goods (CISG).
- 9.4. The exclusive place of jurisdiction for any disputes arising in connection with these Terms and Conditions of Use shall be at the place of business of E.G.O.