

Terms of Use of the BSH Supplier Portal in the One Communication Platform

1. Scope

1.1 BSH Hausgeräte GmbH, Carl-Wery-Straße 34, 81739 München (hereinafter "**BSH**") operates the internet-based BSH Supplier Portal (hereinafter "**SP**"). With the SP, the BSH provides a platform on which potential and current suppliers, service providers and other subcontractors (hereinafter referred to as the "Suppliers") can present their companies as well as their products and services in accordance with these Terms of Use. This allows BSH to increase its knowledge of an individual Supplier. In addition, within the framework of the SP, BSH and the Supplier can conduct contract-related communication in accordance with the relevant agreements concluded and can issue and receive contractually-relevant declarations (e.g. with regard to separately concluded supply agreements or tool agreements). These Terms of Use regulate the use of the SP by Suppliers but do not affect the terms of any agreements concluded between the Suppliers and BSH.

1.2 By registering, the Supplier agrees to be bound by these Terms of Use. By registering, the Supplier confirms that it is acting as a business customer ("*Unternehmer*") in terms of § 14 of the German Civil Code ("*Bürgerliches Gesetzbuch*").

1.3 BSH performs its services under these Terms of Use and is authorized to extend the services offered on the SP but is not obliged to do so. BSH reserves the right to modify the services offered via the SP, to terminate the services or to offer different services.

1.4 After the confirmation of the registration the Supplier has access to the following services: Supplier Registration, Supplier Qualification, Supplier Collaboration (Update of Company Data, Exchange of Information) and Activity Management.

2. Registration and password

2.1 In order to guarantee the security of business transactions, access to and use of the SP is restricted to registered Suppliers. The Supplier has no right to be registered or included in SP.

2.2 The Supplier assures that all of its employees, who register individually under reference to the Supplier or use the SP via an access generated for the Supplier, are entitled to act as the Supplier's authorized representative. In particular, the Supplier shall notify BSH immediately if an employee's entitlement to act as the Supplier's authorized representative in relation to access to the SP is terminated.

2.3 Employees of the Supplier who use the SP shall be deemed authorized by the Supplier to deliver and receive contractually-relevant declarations in the Supplier's name, unless the Supplier had advised BSH beforehand about a lack of authorization to do so.

2.4 When registering the Supplier must provide full and accurate information and should such information change over time, it shall notify BSH of such change without delay. All changes are subject to confirmation by BSH. BSH reserves the right to ask additional questions which may be of interest to BSH with regards to registration and assessment of the Supplier.

2.5 On completion of the registration process, the Supplier will receive a confirmation of its registration by e-mail after BSH has approved and cleared the Supplier to use the SP (hereinafter "**Clearing Date**"). Supplier cannot derive any claims against BSH on grounds of the confirmation of its registration.

2.6 At the same time the Supplier shall receive an organization ID and a password (also called "**log-in data**" below). On first log-in, the Supplier shall change the password provided by BSH to a password known only to the Supplier. The password has to meet the requirements stated on the SP. The log-in data allows the Supplier to view and modify its data (subject to confirmation by BSH).

2.7 The Supplier shall ensure that the log-in data is not accessible to third parties and shall be liable for all activities carried out using the log-in data, insofar as it cannot prove that the log-in data did not become known to third parties through any fault of its own. After each session, the user shall log off from the password-protected area. Should the Supplier become aware that third parties are misusing the log-in data, it is obliged to inform BSH without undue delay. BSH is not obligated to check whether the Supplier's log-in data is being used by authorized persons; nevertheless, BSH reserves the right to conduct such a check at its own discretion in individual cases.

2.8 On receipt of notice pursuant to section 2.6, the BSH shall suspend access to the password-protected area under the Supplier's log-in data. Access will only be reactivated following the Supplier's separate application to the BSH or upon reregistration.

2.9 The Supplier shall ensure that it is capable of receiving e-mails under the e-mail address it supplies to the BSH. The Supplier should also ensure that the address information etc. which it has provided to the BSH is kept up-to-date.

3. Rights of use in relation to content, information and documentation

3.1 On the SP the BSH might provide the Suppliers with content, information and documentation. Use of this content, information and documentation is subject to these Terms of Use

3.2 If and to the extent BSH provides the Supplier with such information, BSH grants the Supplier a non-exclusive and non-transferable right to use the content, information and documentation provided on the SP to the extent agreed, or in the event of no such agreement, to the extent of the purpose intended by the BSH in making the same available. Furthermore, the content, information and documentation on the SP shall not be changed, copied, reproduced, sold, leased, used, expanded or otherwise exploited without the written consent of BSH.

3.3 The Supplier is not granted any rights other than the rights of use and any other expressly granted rights. In particular (and without prejudice to the generality of the foregoing), the Supplier shall not receive any right to company names and to intellectual property rights (patents, trademarks, utility models, etc.). BSH is also not obligated to grant such rights.

3.4 The information, content and documentation are protected by copyright laws as well as by international copyright treaties and by other laws and conventions governing intellectual property rights. The Supplier shall observe such rights and in particular shall not remove any alphanumeric code, marks or copyright notices either from any information or documentation.

3.5 Some of the information, content and documentation published on the SP are subject to copyright of third parties. Such copyrights have to be observed by the Supplier.

4. Duties of the supplier

4.1 While using the SP, the Supplier shall not:

- harm other persons, in particular minors, or infringe their personal rights;
- offend public morality;
- infringe any intellectual property right or any other proprietary right;
- transfer any content containing a virus, a so-called Trojan Horse or any other programs which could damage the software;

- enter, store or transmit hyperlinks or content to which the Supplier is not entitled, in particular in cases where such hyperlinks or content infringe confidentiality obligations or are illegal; or
- distribute advertising or unsolicited e-mails (so-called "spam") or hoax warnings of viruses, defects or similar material, or solicit or request participation in any lottery, snowball system, chain letter, pyramid game or similar promotion; or
- attempt to view access-protected data of other Suppliers; or
- infringe the applicable laws and regulations.

4.2 The Supplier shall at its own expense set up a properly functioning computer configuration and internet access (Microsoft Internet Explorer), which shall enable it to use the services offered on the SP. Details of which version number of Microsoft Internet Explorer is required will be found on the SP website. The BSH points out that optimal use of the SP may not be possible with other web browsers.

4.3 The Supplier shall grant the BSH a non-exclusive, royalty-free, world-wide license to use, reproduce, edit, perform and display in full or in part content, e.g. catalog data and self-description provided by the Supplier to the BSH. The BSH has the right to sublicense or assign the aforementioned rights to affiliated companies and subcontractors within the meaning of §§ 15 *et seq.* of the German Stock Corporation Act (*Aktiengesetz*) ("**Affiliated Companies**"). The Supplier guarantees that it is authorized to grant to the BSH the rights listed in this subsection.

4.4 The Supplier shall provide the BSH with all necessary data and information in good time so that the BSH is able to properly fulfill its obligations arising from and relating to these Terms of Use. For this purpose, the Supplier shall nominate a contact person who has the necessary information at his disposal and is able to take the decisions necessary to implement these Terms of Use.

4.5 The BSH shall accept no responsibility for the content provided by the Supplier. The BSH shall not check the content provided by the Supplier to the BSH e.g. catalog data for accuracy. The Supplier shall indemnify the BSH, and its officers or directors (*Organe*), managers (*leitende Angestellte*), and employees, as well as the Affiliated Companies and subcontractors of BSH against all third-party claims in connection with the content provided by the Supplier.

4.6 The BSH may suspend access to the SP at any time if the Supplier breaches the obligations imposed by these Terms of Use and may delete all material and content relating to the breach. Expenses incurred by the BSH through such suspension and deletion shall be billed to the Supplier.

5. Hyperlinks

The SP might contain hyperlinks to the web pages of third parties. Third parties are also able to upload content onto the SP. The BSH accepts no liability for the contents of such web pages does not control the information which is uploaded or available on such hyperlinked web pages. The Supplier shall use such uploaded information and web pages entirely at his own risk.

6. General liability of BSH, computer viruses

6.1 Insofar as the services described in these Terms of Use are provided by the BSH free-of-charge, any liability for defects in quality or title in relation to the services is excluded. In particular, liability for the accuracy, completeness and veracity of the content, information and documentation provided by BSH on the SP, and for the fitness for purpose thereof, and for infringements of any third-party industrial property rights or copyrights is excluded.

6.2 As far as BSH is required under statutory provisions to pay for damages caused by basic negligence (*einfache Fahrlässigkeit*), then notwithstanding Clause 6.1, BSH's liability shall be limited as follows: liability shall arise only in cases of breaches of material contractual obligations, the fulfilment of which is necessary for due performance of these Terms of Use, and compliance with which is and can be relied

upon by the Supplier; this liability is limited to typical damages that are foreseeable at the time the Agreement is concluded. The limitation of liability to typical damages that are foreseeable at the time the Agreement is concluded shall apply equally to damages that are caused in a grossly negligent manner by employees or authorized representatives of BSH who are not officers or directors or managers of BSH.

6.3 BSH is not responsible for assuring the continuous accessibility or operational capability of the SP or for the Supplier's internet access. Restrictions may particularly occur in the event of necessary repair or maintenance work on the SP, overload or system failure. BSH's liability for disruption to the performance of services under these Terms of Use is excluded in these cases.

6.4 Although the BSH takes reasonable steps to keep the SP free of computer viruses, the BSH cannot guarantee that it is virus-free. Before downloading any information, software or documentation the Supplier shall, for its own protection and to prevent viruses on the SP, take appropriate security measures (including securing its own data through backups) and shall utilize a virus scanner. The Supplier shall take all security measures and shall utilize a virus scanner in order to ensure that no viruses are uploaded onto the SP.

6.5 The foregoing provisions in this Clause 6 shall not apply to BSH's liability (a) caused by intentional acts or omissions (*Vorsatz*) or (b) caused by the gross negligence of officers or directors or managers of BSH or (c) for loss of life, physical injury or impairment to health

6.6 The foregoing limitations of liability also apply to claims for compensatory damages held by the Supplier against officers or directors, managers, employees or authorized representatives of BSH.

6.7 The foregoing limitations of liability apply only with respect to the preparation, design and use of the SP as such. If the SP is used for the performance or drafting of other contracts (e.g., supply contracts or tool contracts), particularly for effecting contract-related communication and making contractually-relevant declarations, then the liability shall be determined in the context of that communication or those declarations based on the provisions of the respective contract.

7. Changes to these Terms of Use

7.1 The BSH shall be entitled at any time to amend these Terms of Use with reasonable prior notice. Amendments shall be notified to the Supplier in writing, by e-mail or in another appropriate form.

7.2 Should the Supplier not be in agreement with the amendments, then the Supplier must object in writing to the amendment within four weeks of receipt of the notice. Should the Supplier not object to the amendments within this time-period, then the amendments shall be incorporated and shall come into effect as set out in the notice. The BSH shall make reference to this right in its notice to the Supplier. In the event that the Supplier objects BSH reserves the right to exclude the Supplier from the SP.

7.3 If the amendments are required by law, the provision requiring prior notification of the Supplier and the Supplier's right to object shall no longer apply.

8. Term, termination

8.1 The Supplier shall be entitled to use the SP from the Clearing Date.

8.2 The contractual relationship pursuant to these Terms of Use shall end automatically, if and when BSH discontinues the operation of the SP entirely.

8.3 The right to terminate the contractual relationship under these Terms of Use on an extraordinary basis for good cause shall remain unaffected. Good cause shall be deemed to exist particularly if a party commits repeated or continuing breaches of fundamental contractual obligations under these Terms of Use (Termination right of the respective other

party) and in the event of Clauses 4.6 and 7.2 (Termination right of BSH).

8.4 Notices of termination must be in writing to be valid.

9. Miscellaneous

9.1 The exclusive place of jurisdiction for disputes arising from or connected with these Terms of Use shall be Munich (city). These Terms of Use and all matters related thereto shall be governed exclusively by the law of the Federal Republic of Germany, to the exclusion of conflict of law provisions and the UN Sales Convention (CISG).

9.2 The BSH may assign the contractual relationship pursuant to these Terms of Use, including all rights and obligations thereunder, to any Affiliated Company of BSH.

9.3 Should any provisions of these Terms of Use be or become ineffective or unenforceable, either in whole or in part, then the validity of the remaining provisions shall remain unaffected.