

**General Terms of Use for the Supplier Portal
'SIEGENIA SupplyConnect'
between registered suppliers and the SIEGENIA GROUP**

For reasons of readability and accessibility, the generic masculine is used hereinafter regardless of the respective gender (f/m/hb).

1. Scope of Application / General

- 1.1. SIEGENIA-AUBI KG, Industriestrasse 1 - 3, D - 57234 Wilnsdorf, (hereinafter 'SIEGENIA') uses a web-based platform (hereinafter 'Supplier Portal') operated by the company JAGGAER LLC (hereinafter 'Operator'), via which procurement and related business processes between registered suppliers and the SIEGENIA GROUP (cf. Section 13.1) can be handled electronically. The following terms of use apply exclusively to the free-of-charge user relationship between the SIEGENIA GROUP and the registered suppliers who use the supplier portal as described above. All procurement and related business processes (hereinafter only briefly summarised as 'business processes') themselves are subject exclusively to the respective terms and conditions agreed separately between the registered suppliers and the SIEGENIA GROUP company concerned and - insofar as these have not been agreed or are legally effective - to the respective current German law, with the simultaneous exclusion of the UN Convention on Contracts for the International Sale of Goods. The binding conclusion of purchase, work or service contracts via this supplier portal is currently not possible, nor is their termination.
- 1.2. The validity of the supplier's general terms and conditions of contract or business is expressly excluded. This also applies if the SIEGENIA GROUP has not expressly objected to the supplier's terms and conditions and/or provides services without objection.
Business processes offered via the supplier portal are aimed exclusively at registered users who are entrepreneurs. 'Entrepreneurs' within the meaning of these Terms of Use are natural or legal persons or partnerships with legal capacity who are acting in the exercise of their commercial or independent professional activity when concluding the contract. The provisions of § 312i para. 1 no. 1-3 BGB are waived...
- 1.3. In addition to the conclusion of this agreement, any use of the supplier portal requires the conclusion of a free-of-charge user agreement with the operator of the platform through registration. In this respect, registration and user administration - as well as the technical provision of storage space, basic functions for data processing (e.g. administration, dispatch) and communication (e.g. dispatch, receipt of declarations) - are offered and the responsibility of the operator alone. In addition to these terms and conditions, the access terms for suppliers (Supplier Access Terms) displayed during registration shall apply. In the event of contradictions, these access terms of the operator shall take precedence.
- 1.4. Subject to the possibility of taking note of these terms of use, the supplier accepts them at the latest when registering with the operator. SIEGENIA keeps the terms of use available in a storable and printable form at <https://www.siegenia.com/de/service/customers/supplier-portal>.

2. Subject Matter of the Contract / Services

- 2.1. 'Business processes' in the sense described above primarily refers to different requirements of the individual companies of the SIEGENIA GROUP from their procurement systems. When the supplier registers with the operator, the supplier or the authorised users of the supplier thus receive the technical possibility and authorisation on the part of the operator to access the supplier portal via the Internet and on the part of the SIEGENIA Group the authorisation to use the business processes provided there to the extent specified in the contract.

- 2.2. The Supplier Portal facilitates, among other things:

- registration and pre-qualification for new Suppliers
- maintenance of the Supplier's own company profile, including contact partners
- processing of requests for information (RFI), requests for quotation (RFQ) and requests for proposal (RFP), including the exchange of any documents and information required
- exchange of information and documents
- joint coordination of measures
- Integration and access to catalogues of the registered supplier

- 2.3. SIEGENIA enables the supplier to use the portal free of charge.

The registered supplier / user has no claim to the maintenance of individual content and / or functionalities of the content provided by the SIEGENIA GROUP in the supplier portal. Furthermore, the SIEGENIA GROUP is authorised to discontinue or change business processes or (partial) services offered via the supplier portal at any time, unless this is unreasonable for the supplier.

The technical platform used is operated under the sole responsibility of a third party (JAGGAER). SIEGENIA neither owes nor guarantees availability in relation to the supplier portal..

3. Submission of Declarations of Intent / Conclusion of Contracts

- 3.1. The purpose of the Supplier Portal is to organise efficient business processes, which is to be achieved by means of legally binding, electronically transmitted declarations of intent. Subject to a statutory written form requirement, the parties therefore agree that all declarations of intent submitted via the supplier portal (e.g. by actively clicking buttons or opt-in solutions as well as submitted offers) shall be legally binding even without a signature, corresponding to a declaration of intent submitted in written or text form, unless the parties agree otherwise in individual contracts. SIEGENIA makes it clear for all companies of the SIEGENIA GROUP by way of an authorised declaration that the conclusion of purchase, work, service or other procurement contracts - as well as their cancellation or other termination - cannot be declared legally effective via this supplier portal until further notice. Instead, it remains the case that contracts must be accepted in order to be valid, whereby the contracts can be exchanged by post, email, DocuSign or EDI, depending on what the contracting parties have agreed. This provision does not apply if the law - or the parties - require a higher written form requirement. Cancellation of a contract must always be in writing.
- 3.2. The registered supplier warrants that all users authorised by it are authorised to make all declarations and declarations of intent necessary for the purpose of the contract in its name and on its behalf.
- 3.3. The receipt of documents, declarations of intent, etc. shall take place upon provision (storage) in the supplier portal.

Communication can be conducted in either English or German.

4. Registration with the Operator / Login

- 4.1. Access to and use of the Supplier Portal require the Supplier to be registered with the platform operator by an authorised representative of the Supplier ("Administrator"). As part of the registration process, the Supplier shall be obliged to provide truthful and complete information and to provide any documents and evidence requested. The supplier must notify SIEGENIA immediately via the portal of all changes to its data and

information during this contract of use, not only to the operator but also to SIEGENIA.. This applies in particular with regard to the power of representation of the Supplier's employee who is authorised to register, as well as to address and contact details.

- 4.2. Following successful initial registration and acceptance of the platform operator's access terms, the Supplier will receive confirmation of registration from the Operator by means of an e-mail sent to the e-mail address provided. This e-mail contains temporary login details that the Supplier can use to log into the Supplier Portal as an Administrator. The Supplier shall be obliged to change his login details immediately upon receiving the link, in particular to change the password to a password known to no-one but him.
- 4.3. The Supplier shall be entitled to assign usage and reading rights to authorised employees within the scope offered by the Operator. The Operator's access terms shall apply in this respect.
- 4.4. The Supplier shall be responsible for ensuring that the e-mail address provided by the Administrator is always available and up to date. This shall also apply in the event of illness or if the Administrator is absent due to a holiday.
- 4.5. Every authorised user must log out of the password-protected login area after each use.
- 4.6. The Supplier shall protect the usage and access authorisations assigned to him or to the authorised users by the Operator, as well as identification and authentication measures to safeguard against access by third parties in accordance with the current state of the art and shall not disclose this information to unauthorised persons or users. He will require his employees to do the same. As soon as the Supplier becomes aware that the access authorisation may have been obtained illegally by a third party, he shall be obliged to inform both the Operator and SIEGENIA immediately.
- 4.7. The supplier must ensure that access authorisations within the supplier portal are updated immediately whenever there is a change of employee or task, so that SIEGENIA also receives a corresponding notification. Clause 4.6. shall apply accordingly.
- 4.8. SIEGENIA reserves the right to reject registration requests for objective reasons and to subsequently withdraw access rights to SIEGENIA business processes. This applies in particular if SIEGENIA becomes aware that the supplier may have provided inaccurate or misleading information.

5. Use of the Portal / Obligations of the Supplier

- 5.1. The supplier shall only use the supplier portal within the scope of the purpose of the contract
- 5.2. The supplier is responsible for ensuring that all information and data made available to SIEGENIA GROUP companies via the supplier portal is correct, truthful and always up-to-date.
- 5.3. The Supplier shall be obliged to immediately take note of all documents, notifications, actions, etc. that are transmitted via the Supplier Portal, to check them (e.g. for the version status) and to process them promptly. He shall be responsible for retrieving all relevant information in the Supplier Portal.
- 5.4. The supplier shall notify SIEGENIA immediately by telephone or e-mail to jaggaer.support@siegenia.com of any faults in the supplier portal that could not previously be rectified via the operator support and that directly and adversely affect the 'business processes'.

- 5.5. The supplier shall refrain from retrieving information or data without authorisation, either itself or through unauthorised third parties, or from interfering or having interfered with programs operated by the SIEGENIA GROUP or on its behalf, or from penetrating corresponding data networks without authorisation.
- 5.6. The supplier or its authorised users shall be responsible for taking appropriate precautions for data backup in accordance with the due care of a prudent businessman so that the data from the databases, which are kept available in machine-readable form by the operator via the supplier portal, can be reproduced with reasonable effort. The supplier shall ensure that statutory obligations arising from IT security law (in particular to guarantee statutory retention periods) are complied with.
- 5.7. The Supplier must regularly maintain his own IT systems and take appropriate security measures in line with the risks in order to avoid potential hazards when using the Supplier Portal. In particular, access rights must always be administered carefully and passwords must not be disclosed or passed on. The Customer must also take appropriate technical and organisational measures to protect his IT systems and data..
- 5.8. When using the Supplier Portal, the Supplier shall comply with all applicable laws and other legal provisions of the Federal Republic of Germany (such as the German Unfair Competition Act (UWG)). He shall also be responsible for ensuring that the Supplier Portal is not used improperly, in particular not in violation of the Operator's access terms. He shall impose the same obligation on any users authorised by him.
- 5.9. The Supplier undertakes in particular
 - a) not to carry out any actions that could block, overload or impair the proper functioning or appearance of SIEGENIA 'business processes' (e.g. denial-of-service attacks or the uploading of viruses or other malicious code),
 - b) not to use any legally protected content, materials, data etc. without being authorised to do so,
 - c) not to engage in unauthorised commercial communication (e.g. spam) in the supplier portal in connection with SIEGENIA 'business processes',
 - d) not to create untrue or unobjective content,
 - e) not to use automated mechanisms (such as bots, robots, spiders or scrapers) to capture content or information from other users or otherwise access the Supplier Portal or SIEGENIA Services, unless express prior consent has been obtained from SIEGENIA.

6. Granting of Rights

- 6.1. Unless otherwise agreed by the operator, the SIEGENIA GROUP grants the supplier and its authorised employees, subject to registration with the operator, the non-exclusive, non-transferable right, limited in time to the duration of the free-of-charge user contract, to access the SIEGENIA business processes provided via the supplier portal and to use the content, information and documentation provided within the framework of this supplier portal to the extent necessary to achieve the purpose of the contract. No further rights, in particular to the software or source codes, are granted.
- 6.2. If a maximum number of simultaneous accesses by the Supplier's users has been agreed for the use of SIEGENIA Services via the Supplier Portal, the right of use granted by SIEGENIA shall be limited to the maximum number of simultaneous accesses agreed at the respective time. If use solely by named natural persons has been agreed, the right of use granted by SIEGENIA shall be limited to the persons specifically named and registered at the relevant time. The Supplier shall be obliged to manage these persons himself via the applications provided. Sharing of the individual access authorisations and/or access media of the persons named by the Supplier with other persons is not permitted.

- 6.3. Unless otherwise agreed, the supplier is not authorised to use the supplier portal, the SIEGENIA 'business processes' offered therein or the content made available in the supplier portal, which may be subject to third-party copyrights, beyond the permitted use in accordance with these terms of use or the purpose of the contract. In particular, it is not permitted to reproduce, sell, transfer for a limited period of time, rent, lend or sublicense the Supplier Portal (the software), the content made available via the Supplier Portal (texts, images, graphics, animations, videos, etc.) or parts thereof, unless this has been expressly agreed. The rights according to §§ 69 d, 69 e UrhG remain unaffected, insofar as they are affected.
- 6.4. If the supplier violates the provisions in clauses 6.2 and 6.3 for reasons for which it is responsible, SIEGENIA may block access to the SIEGENIA business processes in the supplier portal or arrange for the portal operator to block access if the violation can be demonstrably remedied as a result. The right to claim damages and the right to terminate the contract for good cause remain reserved.
- 6.5. The supplier grants SIEGENIA the non-exclusive, royalty-free, worldwide right to utilise content transmitted by it to SIEGENIA in whole or in part in accordance with the purpose of the contract, in particular also vis-à-vis third parties.

7. Property Rights of Third Parties

SIEGENIA shall not be responsible for the content or data entered or uploaded to the Supplier Portal by the Supplier, an authorised user or a third party. In particular, SIEGENIA shall not be obliged to check this supplier content for possible legal infringements. Insofar as supplier content is transmitted or provided by the Supplier, the Supplier shall warrant that said content is not covered by third-party rights, in particular copyrights, name and trademark rights, which restrict or exclude the use/processing thereof within the scope agreed here. The processing of illegal, right-wing extremist, pornographic, racist or indecent content is prohibited, as is the transmission of content that offends the sense of decency of all fair and just thinkers. In the event that a third party asserts claims against SIEGENIA which are based on the culpable infringement of its intellectual property rights by the Supplier, the Supplier shall indemnify SIEGENIA against all costs and damages upon first request. In the event of a legal dispute, the Supplier shall bear all related necessary costs. The parties must inform one another immediately of the assertion of the claim by the third party.

8. Warranty / Liability

SIEGENIA shall only be liable for material defects and defects of title, irrespective of the legal grounds, insofar as SIEGENIA has fraudulently concealed the respective material defect or defect of title. Otherwise, SIEGENIA, SIEGENIA's legal representatives and vicarious agents shall only be liable for compensation for any damage incurred due to the free provision of SIEGENIA business processes within the supplier portal in the event of intentional or grossly negligent misconduct or in the event of culpably caused damage resulting from injury to life, limb or health. Claims under the Product Liability Act remain unaffected. As SIEGENIA is not the operator of the supplier portal, SIEGENIA shall not be liable with regard to obligations incumbent on the operator (e.g. availability, proper functioning).

Furthermore, in the event of slight negligence, liability shall be limited to the amount of damages foreseeable at the time of conclusion of the contract, the occurrence of which must typically be expected. This limitation of liability shall apply equally in favour of SIEGENIA's vicarious agents.

9. Confidentiality / Trade Secrets

- 9.1. The contracting parties are obliged to treat confidentially the information, content and knowledge made available to them by the other party via the supplier portal, which they obtain on the occasion of this cooperation on matters of a technical, commercial or organisational nature of the other contracting party, and not to exploit or use it or make it accessible to third

parties outside the respective contractual purpose during the term of this agreement or after termination of this agreement without the prior written consent of the party concerned. Disclosure to third parties who work for one of the parties and are subject to a legal obligation of confidentiality (e.g. lawyers) is not subject to consent. Disclosure to employees who require the information for their work in the performance of contractual services also does not require consent. However, confidential information may only be passed on within the scope of the 'need to know' principle. The parties shall also ensure that such employees are bound by appropriate confidentiality obligations. Any use of this information shall be limited solely to use for the fulfilment of the respective contract. Each party shall inform the other party immediately after becoming aware of any unauthorised disclosure or possible loss of confidential information.

9.2. Clause 9.1. shall not apply to information that

- the other party has demonstrably received or will receive from third parties by lawful means,
- was already generally known at the time of conclusion of this contract or subsequently became generally known without breach of this confidentiality obligation,
- was already previously available to the party receiving this information or was already developed by the party receiving this information, independently of receiving notification thereof.

9.3. No proprietary, licence, usage or other rights shall be conferred by either this Clause 9 or by the mutual communication of information, irrespective of whether or not intellectual property rights exist.

9.4. The prohibition of disclosure pursuant to Clause 9 shall not apply in the event that the parties are obliged to disclose the information by law or by court or official order. In such an event, however, the party obliged to disclose the information shall be obliged to notify the other party in advance of the disclosure to enable the other party to defend itself against, prevent or limit such disclosure. The party obliged to disclose the information shall endeavour to the best of its ability to ensure that all confidential information to be disclosed is treated confidentially in its dealings with the authorities mandating disclosure.

9.5. The confidentiality obligations shall continue to apply for a period of six (6) years after termination of the cooperation. The confidentiality obligation with regard to the protection of personal data shall be unlimited in time.

9.6. Separate non-disclosure agreements (NDA) concluded between the parties shall remain unaffected. In the event of any contradictions, these provisions shall take precedence.

9.7. Mandatory provisions of the German Trade Secrets Act (GeschGehG) shall remain unaffected. Unless otherwise agreed, SIEGENIA shall remain the proprietor of its business secrets made accessible via the Supplier Portal.

9.8. The regulations relating to data protection and data security shall remain unaffected.

10. Data Protection

10.1. The parties shall comply with the requirements incumbent upon them, in particular the data protection regulations applicable in Germany, and shall not process, disclose, make accessible or otherwise use confidential or personal data without authorisation for any purpose other than the fulfilment of the respective order. These obligations shall continue to apply after termination of this contract.

10.2. The use of the supplier portal makes the collection, processing and use of personal data by the operator, but also by SIEGENIA and the individual companies of the SIEGENIA GROUP unavoidable.

SIEGENIA and the individual companies of the SIEGENIA GROUP ensure that all stored data is handled with care and processed exclusively within the scope of the user's consent under data protection law. Any further use of personal data by SIEGENIA and the companies of the SIEGENIA GROUP will only take place if this is permitted by law or if the user has consented in advance.

- 10.3. In the event of contradictions, the provisions of data protection agreements shall take precedence over these Terms of Use.
- 10.4. Further information on data processing by the operator when using the supplier portal can be found at <https://www.iaggaer.com/de/trust-center/>.

11. Duration / Termination

- 11.1. The free-of-charge user agreement shall remain in force indefinitely.
- 11.2. The user relationship may be terminated by either party at any time with immediate effect without stating any grounds. Declarations of intent, offers, etc. issued to SIEGENIA via the portal before termination comes into effect shall remain unaffected until their fulfilment. The registration relationship between the Operator and the Supplier shall not be affected by termination of the contract with SIEGENIA and must be terminated separately with the Operator (by notice of termination, account deletion, etc.). The Operator's access terms shall apply in this respect.
- 11.3. Notices of termination must be made in text form as a minimum requirement.

12. Amendments to these Terms and Conditions of Use

SIEGENIA reserves the right to amend and adapt these terms and conditions during the term of the contract with future effect. SIEGENIA shall draw particular attention to the new provisions and the date on which they come into force. At the same time, SIEGENIA shall grant the Supplier a reasonable period of at least six weeks to confirm whether he accepts the amended terms and conditions of use for continued use of the services. If no confirmation is received within this period, which commences when the Supplier receives notification in text form, the amended terms and conditions shall be deemed to have been accepted. SIEGENIA shall inform the supplier separately of the legal consequences of this, i.e. the right of objection, the objection period and the significance of silence, at the beginning of the period.

13. Miscellaneous / Final Provisions

- 13:1 The parties agree that the contractual supplier portal of SIEGENIA-AUBI KG, with the same content for its affiliated companies, namely KFV Karl Fliether GmbH & Co. KG and SIEGENI-AUBI SP. Z O.O. (collectively SIEGENIA GROUP) and that the registered office of SIEGENIA-AUBI KG is agreed as the place of fulfilment and jurisdiction for all companies of the GROUP.
- 13.2 The law of the Federal Republic of Germany shall apply to the exclusion of the UN Convention on Contracts for the International Sale of Goods. Mandatory provisions of the country in which the supplier has its habitual residence shall remain unaffected.
- 13.3 To the extent permitted by law, the parties agree that the regional court at SIEGENIA's registered office (Siegen) shall have exclusive jurisdiction over all disputes arising from and in connection with this licence agreement. SIEGENIA shall, however, be entitled to appeal to any other competent court.
- 13.4 Should any provision of these Terms of Use be wholly or partially invalid or unenforceable or subsequently lose its legal validity or enforceability, this shall not affect the validity of the remaining provisions. The same shall apply if it should transpire that there is a loophole. The parties agree to waive the provisions of § 139 BGB in their entirety.