

User Agreement for PREH Web Portal

between

Preh GmbH, Schweinfurter Strasse 5 - 9, 97616 Bad Neustadt an der Saale, Germany

– hereinafter referred to as “Preh” –

and

– hereinafter referred to as the “Supplier” –

– Preh and the Supplier are hereinafter jointly referred to as the “Parties” –

Preamble

Preh operates the PREH Web Portal (hereinafter referred to as “Web Portal”), via which Preh can contact suppliers that are connected to the system. The Web Portal enables the exchange of documents as well as other functions. Suppliers must be registered and their access activated in order to use the Web Portal.

Now, therefore, the Parties agree as follows:

§ 1 Object of the Agreement

- (1) With this Agreement, the Parties agree the legal and technical conditions for use of the Preh Web Portal.
- (2) This Agreement is valid in connection with concluded supply agreements (e.g. accepted orders), contracts for work and services, or service agreements.

§ 2 Registration

- (1) The Parties shall agree on the date and type of the Supplier's connection as well as the technical execution of the Supplier's connection to the Web Portal and the parameters required for the connection. The terms of this Agreement shall also apply to all Related Companies of Preh that may participate directly or indirectly in this Agreement. As used herein the term “Related Company” shall mean any affiliated companies according to §§ 15 ff. German Stock Companies Act.
- (2) The Supplier is responsible for establishing a connection from its own computer to Preh's server. Usage is via the latest version of a standard web browser.
- (3) The Supplier shall be issued with a password. This password must be entered every time the Web Portal is accessed; the Supplier will be required to choose a new password at the beginning of the first registration. Thereafter an automatic request to change the password will be issued every 90 days.

- (4) The Supplier is obliged to abide by applicable laws when using the Web Portal.
- (5) If the wrong password is entered three times, access to the platform may be blocked.

§ 3 Duration and Scope of the Right of Use

- (1) The right to use the Web Portal is limited to suppliers specified by Preh.
- (2) The Supplier may use the Web Portal only in the context of its existing business relationships with Preh or its affiliates. Use is limited in terms of time and content to the fulfilment of contractual obligations. Any use beyond this is excluded.
- (3) Preh is entitled to determine, change and/or restrict its service offering, the duration and scope of specific access authorisations and the functions and user interfaces of its supplier platform at any time. Preh shall inform the Supplier of any changes. If the Supplier refuses to continue the user relationship under the changed conditions, it shall inform Preh without delay. Preh will then terminate the user relationship and remove the existing access rights.

§ 4 Receipt of Data

- (1) The Supplier will be informed via e-mail as soon as Preh places data in the Web Portal. The data can be accessed by clicking on the link included in the e-mail.
- (2) The Supplier undertakes to check for e-mails at least once a day during normal business hours (Monday to Friday, 7.00 am – 5.00 pm).
- (3) Data shall be deemed delivered as soon as the data recipient is able to acknowledge it under normal circumstances. This is the case when the Supplier receives notice that it can access data on the data interchange server.
- (4) If data is deemed received in accordance with §4 (3) outside normal business hours, it is deemed delivered as of the start of normal business hours the next working day.
- (5) If, in exercising due diligence in everyday business, the Supplier recognises that the wrong data has been transferred, it shall notify the other Party in writing without delay by letter, fax or e-mail.
- (6) Unless otherwise advised by the Supplier in writing within 5 working days of receipt of the data, the transferred data is deemed delivered at the end of this period and is thus binding.

§ 5 Supplier Due Diligence

- (1) It is the Supplier's responsibility to ensure that no unauthorised third party acquires knowledge of its password. If the Supplier ascertains that an unauthorised third party has nevertheless acquired knowledge of its password, or if it suspects that its access data has been misused, it must change its password immediately and inform Preh of this in writing.
- (2) In the event of a breach of these provisions, in particular of misuse of access data, Preh reserves the right to block access and take further legal steps.
- (3) The Supplier is liable in the event of misuse of its password unless it proves that the misuse occurred within Preh's area of risks.
- (4) The Supplier is also obliged to refrain from all activities which could result in destruction or manipulation by itself or third parties of databases or IT systems belonging to Preh or its affiliates.
- (5) If the Supplier finds the transferred documents are not objectively executable, or are faulty or unclear, it must inform Preh immediately in writing, giving technical reasons. If the Supplier

omits to provide such notification, it is liable to compensate Preh for any damages resulting from its negligence.

- (6) The Supplier shall verify the correct stamping of drawings. The missing stamping of dimensions does not relieve Supplier from his obligation to measure them.

§ 6 Faults

- (1) The Supplier is obliged do everything necessary in conducting customary business to ensure that no faults occur in its area of responsibility or that such faults are remedied without delay and using all available means.
- (2) In the case of faults of relevant severity in the download process, each Party shall notify the other Party of the extent and expected duration of the disruption within an appropriate time period. Notification shall be made by fax or e-mail. The Party experiencing the fault shall also notify the other Party without delay when a fault is remedied.
- (3) If necessary, data shall be transferred by conventional means for the duration of the disruption. In such case, the data transferred in this way is deemed binding.
- (4) If, in exercising due diligence in everyday business, the Supplier recognises that incomplete data has been transmitted or data transmission has failed, it shall notify the other Party in writing without delay, by fax or e-mail. If the Supplier omits to provide such notification, it is liable to compensate Preh for any damages resulting from its negligence.
- (5) Notification of any routine shutdowns of the Web Portal (e.g. maintenance, company holidays) shall be provided to the Suppliers as early as possible. The Parties are to notify each other without delay in the event of operational faults and breakdowns.

§ 7 Contacts

- (1) The contact person for operation of the Web Portal is:
Preh contact: tanja.kihn@preh.de
- (2) Notifications for Preh in connection with use of the Web Portal are to be sent to the following e-mail address: **[E-Mail-Adresse einfügen]**
- (3) If the contacts and/or their e-mail address change, the Parties shall inform each other.

§ 8 Confidentiality and Data Protection

- (1) Both the Supplier and Preh undertake to comply with the data protection provisions.
- (2) Each Party shall use all documents and knowledge that it receives in the context of the user relationship solely for the purposes for which they were provided and maintain confidentiality towards third parties with the same care that it would apply to its own documents and knowledge. This obligation begins upon receipt of the documents or knowledge in question and ends five years after this Agreement terminates.
- (3) The obligation does not apply to documents and knowledge that are publicly available or were already known to the Party prior to receipt, without obligation to treat them as confidential, or that were conveyed afterwards by a third party authorised to do so, or which were developed by the receiving Party without using confidential documents or knowledge of the other Party.

§ 9 Liability

- (1) The Web Portal shall be operated with due diligence. However, Preh cannot guarantee the availability of the Web Portal nor the accuracy or freedom from error of the information it contains.
- (2) Any liability for damages caused directly or indirectly by the use or unavailability of the Web Portal is excluded, unless they are the result of wilful misconduct or gross negligence.
- (3) The aforementioned exclusion of liability and restrictions does not apply in the event that Preh has provided express guarantees, nor for damages from injury to life, body or health or in the case of mandatory statutory provisions.

§ 10 Costs

- (1) Preh does not charge any fee for the provision and use of the Web Portal per se.
- (2) Each Party shall bear the costs it incurs for installing and operating the communication systems required for electronic data interchange.

§ 11 License

Any intellectual property contained in the Web Portal, such as patents, trademarks and copyrights, is protected. Rights of use will only be granted if and to the extent that this is required for lawful use of the Web Portal. Moreover, no license will be issued for the use of the intellectual property of Preh or its affiliates or third parties.

§ 12 Term and Termination/Blocking of Access

- (1) This Agreement shall come into force when signed by both Parties and shall run for an unlimited term.
- (2) It may be terminated with provision of 2 weeks' notice to the end of a calendar month. Termination of this Agreement shall be made in writing. The right to block access remains unaffected.
- (3) The Agreement may be terminated for good cause at any time without observing a notice period. A cause for termination shall exist, in particular, if the Supplier
 - a) provides incorrect contact data, especially a wrong or invalid e-mail address,
 - b) causes considerable damage to other users of the Web Portal or to Preh and/or misuses Preh's services.
- (4) Following a termination, the Supplier's access to the Web Portal will be blocked. Once a user has been blocked, it may no longer use the web portal, even with other user data, and may not re-register.
- (5) Termination of this Agreement does not affect the validity of supply agreements, contracts for work and services or service agreements that have been concluded.

§ 13 Final Provisions

- (1) Neither Party is entitled to assign rights or duties under this Agreement to third parties without the prior written approval of the other Party. The Supplier may only set off against claims that are undisputed or declared enforceable.

- (2) No agreed rights may be changed or cancelled, nor may new rights and obligations be created as a result of conduct that does not comply with this Agreement.
- (3) The section headings in this Agreement are for convenience of reference only; they do not represent separate regulations and do not carry any legal significance.
- (4) This Agreement and its appendices comprise all agreements between the Parties relating to the object of the agreement, and replace any agreements made between the Parties prior to this Agreement. No supplementary oral agreements have been made. Amendments and supplements to, as well as the termination and cancellation of this Agreement must be made in writing; this also applies to the waiver of this requirement for written form.
- (5) This Agreement and all call-off order contracts under this Agreement and further agreements are governed exclusively by the law of the Federal Republic of Germany, excluding German private international law. Application of the UN Convention of 11 April 1980 regarding Contracts for the International Sale of Goods (CISG) is expressly excluded.
- (6) The place of jurisdiction for any disputes resulting from and in connection with this Agreement, insofar as this Agreement is permitted by law, is Bad Neustadt an der Saale, Germany. Preh is also entitled to sue the Supplier in its general place of jurisdiction.
- (7) If any provision(s) of this Agreement should be or become invalid, the validity of the remaining provisions shall not be affected. The Parties shall replace the invalid provision with a valid provision which comes as close as possible to the economic purpose of the invalid provision. The same applies for missing provisions.

Preh GmbH

Bad Neustadt/Saale, (date)

(signature)

, (date)

(signature)