



## General Terms of Use for the VOITH Supplier Portal

Voith GmbH (hereinafter referred to as "VOITH") operates a Supplier Portal for its own use as well as for that of its subsidiaries. It can be found at [www.voith.com/purchasing.htm](http://www.voith.com/purchasing.htm) . This Supplier 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. This allows VOITH to increase its knowledge of an individual Supplier.

The Voith Supplier Portal shall be used solely on the basis of these General Terms of Use.

### 1. Supplier details and registration

- 1.1 Prior to being included in the Voith Supplier Portal database, the Supplier should provide details about itself in full and accurately using the online form which can be downloaded from the following link [www.voith.com/purchasing-supplierportal.htm](http://www.voith.com/purchasing-supplierportal.htm) . The Supplier guarantees the accuracy and completeness of the data which it enters in the online form.
- 1.2 Once it has received the online form, VOITH will verify the details which the Supplier has provided about itself. VOITH reserves the right to decide whether a Supplier is registered and its data included in the Voith Supplier Portal database. The Supplier has no right to be registered or included in the Supplier 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 registration and inclusion in the Supplier Portal database.



1.3 If VOITH decides to register a Supplier and include it in the Supplier Portal database, the Supplier will be provided with a password which allows this Supplier access to the data it has provided to VOITH. This password also enables the Supplier to amend the data provided. The Supplier is obliged to provide, without delay and without prior prompting, notification of any amendment to the data it has provided, and is also obliged to update the data saved in the Supplier Portal accordingly. This applies in particular for the expiry of the period of validity of any certifications which the Supplier has notified in the details about itself pursuant to point 1.1.

## **2. Use of the Supplier Portal**

2.1 Within the scope of its use of the Voith Supplier 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 Supplier 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 Supplier 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 Supplier Portal.
- 3.2 VOITH shall employ its best efforts to ensure that the information contained within this Supplier 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 Supplier 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 Supplier 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 Supplier Portal, at any time and without citing its reasons, any Suppliers already registered and included in the Supplier Portal database as well as any individual data transmitted by these Suppliers, and to block access to the Supplier Portal. VOITH also has the right to cease operating the Supplier Portal as such at any time.
- 6.2 A supplier may request, in writing, at any time and without citing his reasons, that his registration as well as all information contained within the Supplier Portal database be deleted. This data shall be deleted without delay provided that the deletion does not prevent the processing of existing contractual relationships. A deletion request must be sent to the following address:

Supplierportal@voith.com

## 7. Data protection

- 7.1 VOITH shall respect the applicable laws on data protection and data security when collecting, using and processing personal data. The Privacy Protection Statement, available at [http://www.voith.com/e\\_voithgroup\\_privacyprotection.htm](http://www.voith.com/e_voithgroup_privacyprotection.htm) shall apply unless otherwise specified in these General Terms of Use for the Supplier Portal.
- 7.2 The Supplier gives its express consent to the permanent storage and use by VOITH of the data it has provided in conjunction with the operating of this Supplier Portal. In particular, VOITH is entitled to use and process the data provided by the Supplier for the purposes of purchasing, including processing contractual relationships. It may also carry out an internal comparison of these data with the data of other Suppliers.

## 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.