

General Terms of Use

for the Supplier Relationship Management Tool mySRM of Companies of TGW Logistics GmbH

1. Preamble

1.1. TGW Logistics GmbH (hereinafter referred to alone or with its subsidiary companies as "TGW") operates the supplier relationship management tool mySRM for itself and its subsidiaries. mySRM allows industrial service providers and subcontractors (hereinafter referred to as "Partner(s)") to present their company, products and services to TGW. Based on this, the Partner may be taken into consideration for awards of contract in TGW's procurement process. The supplier qualification, which shall serve as prerequisite for contracting, is done via mySRM. Partners are obliged to upload the certificates referred to during the registration and keep them updated. Requests/tenders/RFOs (requests for quotation) shall be submitted via mySRM. Furthermore, TGW Logistics GmbH shall use mySRM to provide its Partners with orders and framework contracts including the underlying documents (e.g. construction documents) and to receive order confirmations.

1.2. mySRM shall exclusively be used on the basis of these General Terms of Use (hereinafter referred to as the "Terms of Use").

2. Registration for the SRM Tool and Supplier Self Service

2.1. The access-protected section of mySRM provides functions, applications and information which are used to represent the business processes between TGW and its Partners. Only Partners registered with mySRM shall be included in and have access to the database. There shall be no entitlement to integration into the database of mySRM.

2.2. An online form is provided to the Partner for registration where the inquired data have to be entered completely and correctly. The Partner shall be responsible for the correctness and completeness of these data. If the online form is sent back to TGW by clicking "Send", TGW will confirm receipt of the data. At the same time, the access data for the Partner is created automatically by the system. During the self-assessment via the Supplier Self Service, the Partner is asked to enter detailed information for the subsequent supplier qualification. Changes of the disclosed data will have to be included in the Supplier Self Service by the Partner immediately and without being requested. The same will apply in case of changed or extensions of mySRM by TGW.

2.3. Partners who have already worked for TGW in the past are already saved in the database. The registration of these Partners shall serve the purpose of identification and allocation. Once the details and certificates from the registration and Supplier Self Service have been checked by TGW, they will be saved in a central supplier database.

2.4. To access the Supplier Self Service, every Partner obtains an username and an individual password to be kept secret. This password allows to view the data submitted to TGW, and to change these data.

2.5 The Partner shall ensure that their employees observe the rules and that the access data is provided only to employees (users) who are qualified and authorized to fulfil the duties of the contract with TGW.

2.6. The password for access authorization shall be issued to individual people. Users have to make sure that the individual password is not disclosed to unauthorized third parties. If users find out that their password has become known to unauthorized third parties, or suspect a misuse of their access data, they will have to change the password immediately and inform TGW of the unauthorized use. In case the job/task of an user changes, s/he has to organize for the correction of the existing access rights by TGW in accordance with the changed task. Furthermore, users shall be obliged to inform TGW, in case the basis for being granted an access right is no longer existent, e.g. if users terminate their employment with the Partner.

2.7. The user confirms that they work in the interests of the company they represent (Partner) and to conduct the transactions with the required power of attorney.

2.8. In case these regulations are violated, in particular in case of misuse of the personal access data, TGW shall reserve the right to disable the access authorization and to take legal action.

3. Use of mySRM

3.1. mySRM shall exclusively be used for business transactions between TGW and the Partner. Its use shall be limited in time and content to the fulfillment of the respective contractual obligations. Any other use shall be excluded. TGW shall be entitled at any time to define and/or change the duration and scope of concrete access rights as well as the general scope of the services offered via mySRM.

3.2. It shall not be permitted to bypass security measures or execute applications which might lead to a damage of TGW equipment. Besides, users shall be obliged to refrain from any activity which could lead to a destruction or manipulation of existing data or IT systems of TGW by themselves or third parties.

3.3. Information from or about TGW must never be distributed or otherwise disclosed or made accessible to third parties for industrial purposes.

4. Declarations, quote and acceptance, access to declarations

4.1 If mySRM is used, the declarations of intent shall be executed electronically by editing web content appearing on the screen (e.g. by entering text, numbers, etc. in input masks). Partners and TGW consider the declarations as valid.

4.2 The contracts concluded via mySRM shall come into effect by means of an explicit quote and an explicit acceptance. The acceptance shall be the declaration which changes the status of an order to "Confirmed", independent of whether the declaration is sent by TGW or the Partner. The quote shall be the declaration which directly precedes the declaration of acceptance, independent of whether the declaration is sent by TGW or the Partner. Only through the declaration of acceptance, the contract with the content binding for the contracting parties shall come into existence. Any terms and conditions of the Partner deviating from the General Terms and Conditions of TGW or from the terms and conditions of contract agreed between TGW and the Partner shall not become subject matter of the contract.

4.3 A declaration submitted in mySRM via <https://app11.jaggaer.com/portal/tgw> shall be considered as received if it is completely saved on the web server of TGW and accessible by the person submitting the declaration and by the recipient of the declaration.

4.4 The Partner shall refrain from adapting or appealing a contract concluded via mySRM by mistake.

5. Reconstruction and evidence

5.1 All data the Partner enters on mySRM shall be documented consistently in a change log including date and time. The Partner is hereby informed about how TGW saves data resulting from the use of mySRM. The Partner shall expressly acknowledge this kind of data backup as sufficient.

5.2 In the event of disputes about the content of or access to declarations submitted by the parties in the course of using mySRM, the Partner shall submit to the relevant results and reconstructions of the TGW data backup, whereby the Partner has the right to be present during the reconstruction.

5.3 The Partner declares that they attribute the significance of section 294 ZPO (private records) to the records resulting from the computer printout based on the results and reconstructions of the TGW data backup and that they refrain from challenging the genuineness of the records.

6. Cancellation of the registration

6.1. TGW shall reserve the right to exclude Partners already registered for and included in mySRM at any time and without giving reasons from mySRM and/or disable the access to mySRM.

6.2. If TGW makes use of its right to cancel the registration, or if the operation of mySRM is discontinued, TGW will delete all user data and any other saved personal data of the Partner or its users, as soon

as they are no longer needed for the transaction of business relations.

6.3. Partners may at any time request the cancellation of their registration or their user account on mySRM. The data submitted to TGW will be deleted, unless this presents an obstacle to executing present contractual relationships. In this case TGW will delete all user data and any other saved personal data of the Partner and its users, as soon as they are no longer needed.

7. Liability

7.1. TGW shall neither be liable for the availability nor operability of the SRM Tool. Any provided information shall without obligation and be subject to reservation of changes.

7.2. TGW shall be liable for damages arising from injury to body or health, in case TGW is responsible for the violation of obligations. Besides, TGW shall be liable for other damages which are based on a deliberate violation of fundamental obligations resulting from these Terms of Use. In other aspects, liability shall be excluded. TGW is not liable for pure economic loss, e.g. loss of profits, and consequential damages on whatever legal ground.

7.3. If references are made from the SRM Tool to websites which are operated by third parties, TGW will not assume responsibility for their contents.

8. Copyright

8.1. The content of mySRM is protected by copyright law and must not be copied, distributed, changed or made accessible in whatsoever form to third parties without consent.

8.2. TGW shall grant the Partner a non-exclusive and non-transferable right to use the information provided on mySRM as necessary to the extent agreed in section 3. If no certain extent of use has been agreed, the right of use shall exist within the scope which corresponds to the purpose pursued by TGW.

8.3. Texts, pictures, diagrams, drawings, sound, animations and videos as well as their arrangement on the SRM Tool shall particularly be subject to the protection of copyright. Copyright, naming- and trademark rights as well as other intellectual property rights of TGW, in particular brand names and logos, have to be respected. Partners shall be obliged not to offend these intellectual property rights.

9. Data protection

TGW will respect the applicable laws on data protection and data security when collecting, using and processing personal data of Partners.

10. Confidentiality

10.1. Partners shall be obliged to treat not obvious commercial or technical details which are disclosed to them during the use of the SRM Tools as business secret and not to make them available to any third party. Failure to comply with this obligation shall entitle TGW

to claim a contractual penalty regardless of fault amounting to EUR 15,000.00 (in words: fifteen thousand Euros) for each violation.

10.2. Partners will swear their personnel, employees and/or subcontractors to secrecy to the extent of this paragraph 8. If Partners find out that an information to be kept secret has become the property of an unauthorized third party, or documents to be kept secret have got lost, they will immediately inform TGW about that.

10.3. The obligation of confidentiality shall also be applicable after the execution of the business relationship and will not expire before the information obtained has become public knowledge.

10.4. The registration for the SRM Tool does not constitute an entitlement to maintain TGW in reference lists or similar means for promotional purposes.

10.5. Documents of any kind which TGW provides via the SRM Tool, including in particular but not limited to samples, drawings, models and the like, shall remain the property of TGW and must not be used for purposes other than the contractual purposes nor reproduced; they must not be made accessible to third parties, e.g. subcontractors, sub suppliers, without the prior written consent. These documents shall be destroyed without particular request if not needed any longer for the execution of an order.

11. Final provisions

11.1. TGW shall reserve to change these Terms of Use at any time. Such changes shall be indicated in an appropriate manner (e.g. by a note on the notice board in the system). In case the change of the Terms of Use has an impact on rights of the Partner, the Partner may object to a change of the Terms of Use within two weeks after the change. Once this period of time has passed, the changed Terms of Use shall take effect. If the Partner remains silent, the changes shall be deemed as approved.

11.2. The legal ineffectiveness of individual parts of this contract shall not affect the effectiveness of any other provision. The contracting partners will cooperate in replacing the ineffective provision by a legally permitted and effective one which is suitable for achieving the intended success. The same shall be applicable in the event of gaps in the contract.

11.3. The conclusion of individual contracts and the fulfillment of the respective contracts by the parties shall be subject to the condition that there are no obstacles due to national or international legal provisions, in particular export controls.

11.4. This contract shall exclusively be governed by the laws of Austria, with the exclusion of the conflict of law rules of the international private law as well as the UN Convention on Contracts for the International Sale of Goods (CISG) of 1980-04-11.

11.5. The competent court in Wels/Upper Austria shall have the exclusive jurisdiction for any disputes arising in connection with these Terms of Use.