
1 Area of Validity

- 1.1 The SICK Procurement Portal (hereafter referred to as the SPP) is operated by the SICK Public Limited Company (hereafter referred to as "SICK"). The SPP is a web-based platform provided by SICK for suppliers and purchasers to carry out electronic procurement processes and subsequent business processes. These General Usage Terms regulate usage of the SPP by suppliers. They do not however regulate terms of electronic contracts about the SPP concluded between suppliers and purchasers. These latter contracts are formed exclusively between supplier and purchaser due to products and services provided by the supplier.
- 1.2 Suppliers accept the validity of these General Usage Terms on registration.
- 1.3 The SPP is aimed not merely at companies according to § 14 of the German Civil Code (BGB). By registering, suppliers confirm that they are acting for or behalf of a company i.e. as part of their commercial or professional duties or as a public contracting body. § 312 e para. 1 nos. 1-3 of the German Civil Code is not applicable.
- 1.4 SICK shall provide its services within the framework of these terms and based on the relevant technical, legal and commercial boundary conditions for the use of the Internet. SICK reserves the right to expand the range of services it offers on the SPP but is in no way obliged to do so.
- 1.5 SICK reserves the right to modify the range of services it offers on the SPP or to offer alternative services, except in cases where such actions would be unreasonable for the supplier.

2 Services

The following functions, among others, shall be made available to suppliers free-of charge:

- The registration process for new suppliers
- Maintenance of company profile and contact persons
- Processing of RFQs/quotes
- Processing of purchase orders / order confirmations / delivery notes / invoices
- Processing of long-term supplier declarations (LLEs)
- Access to the information system with supplier key figures for sales, delivery reliability and quality.

3 Registration, password

- 3.1 In the interests of secure business transactions, only registered suppliers may access/use the SPP.
- 3.2 The supplier is obliged to provide correct and full details as part of the registration process and shall inform SICK of any later changes without delay (if possible online or else simply by sending an e-mail to supplier-portal@sick.de). Suppliers shall, in particular, inform SICK immediately if the right of representation for an employee authorized by the supplier to access the SPP expires.
- 3.3 Following completion of the registration process, the supplier shall be sent a confirmation by e-mail.
- 3.4 The agreement about the usage of the SPP shall be considered concluded when the supplier has been unlocked for use of the platform. The supplier shall be informed about this unlocking process via e-mail. At the same time, the supplier will receive an organization ID and password (hereafter known as access data). On accessing the portal for the first time, the supplier shall change the password provided by SICK to a new password of which it alone has exclusive knowledge. The access data enables suppliers to view their data, modify it or retract/expand any consents it grants for data processing. Suppliers may assign usage and read rights to their employees. The employee which performs the registration process shall be entered as the administrator and may maintain

further contact persons. Additional administrator rights shall be assigned by SICK administrators following requests by e-mail sent to supplierportal@sick.de.

- 3.5 The supplier shall ensure that its access data is not accessible for third parties. Responsibility for all purchase orders and activities conducted using the access data lies with the supplier except in cases where it can be proven that the data has been acquired by third parties through no fault of the supplier. The user shall log out after each session to exit the password-protected area. Should suppliers become aware that their access data is being abused by third parties, they are obliged to inform SICK of this in writing without delay and, where possible by e-mail beforehand. This should be sent to supplierportal@sick.de.
- 3.6 After receiving notification as in 3.5, SICK shall block access to the password-protected area with this access data. This block shall only be lifted after a special application has been received by SICK from the supplier or following reregistration.
- 3.7 The supplier is responsible for ensuring that they can receive e-mails at the e-mail address they have specified. In particular, they shall ensure that the address and other details they specify remain up-to-date at all times.

4 Usage rights for content, information and documentation

- 4.1 SICK shall make available content, information and documentation on the SPP. Use of this content, information and documentation is subject to the terms described here.
- 4.2 SICK shall grant suppliers a non-exclusive and non-transferable right to use the content, information and documentation it makes available and publishes via the SPP as has been agreed or, where no agreement exists, according to the goal pursued by SICK in providing and communicating this content, information and documentation.
- 4.3 Selling, hiring or passing on of this content, information or documentation to third parties in any other way is prohibited at all times. Unless stipulated otherwise by compulsory legal specifications, changes, reverse development, translation of software or its documentation by the supplier or deletion of parts of the same are prohibited. The supplier is permitted to create a backup copy of the software if such a copy is required to ensure future usage.

5 Obligations of the supplier

- 5.1 When using the SPP, the supplier shall refrain from: • infringing any intellectual property or other property rights • transferring content with viruses, so-called Trojan horses or other programs which might damage the software • entering, saving or sending hyperlinks or content for which they are not authorized, particularly where these hyperlinks or this content infringes against confidentiality agreements or is illegal • distributing advertising, unsolicited e-mails (spam) or unfounded warnings about viruses, malfunctions or similar and encouraging participation in competitions, multilevel selling, chain letters, Ponzi schemes or similar campaigns.
- 5.2 At their own expense, the supplier shall provide a fully-functioning computer configuration and Internet access (hereafter referred to as a web browser) to enable them to use the services provided on the SPP. For the required web browser version, suppliers can consult the SPP web pages. SICK advises that optimal use of the SPP with other web browsers is not possible in some cases.
- 5.3 The supplier shall grant SICK non-exclusive, global rights to use, in part or in full and for no fee, any content it transfers to SICK, for example about the company itself (hereafter known as supplier data), to replicate this, edit it, distribute it, execute it and display it as required so that SICK may fulfill its contractual obligations to the supplier regarding use of the SPP. SICK reserves the right to sublicense the above rights to subcontractors in the scope required or else transfer these. The supplier shall guarantee it is authorized to grant SICK the authorizations listed in this section.

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- 5.4 The supplier shall make all required data and information available to SICK in due time to enable SICK to meet its obligations from this contract accordingly and from any other agreements concluded in relation to this contract. The supplier shall nominate a contact person for this purpose. He/she shall be in possession of the required information and be able to make the relevant decisions required to fulfill the contract.
- 5.5 SICK shall assume no responsibility for supplier data communicated by the supplier. SICK shall make no checks of content provided by the supplier. The supplier shall indemnify SICK from all claims brought by third parties against SICK upon first request and from any demands made by these in relation to the supplier data.
- 5.6 Should the supplier infringe against their obligations from these terms, SICK reserves the right to block access to the SPP at any time and to delete all materials and content in conjunction with this infringement.

6 Hyperlinks

The SPP contains hyperlink to websites of third parties. In addition, third parties have the option of posting their own information on the SPP. SICK neither assumes responsibility for the content of these websites nor claims their content to be its own, since SICK controls neither the data presented there nor the information linked to and hence bears no responsibility for the content. Use of this information and content is entirely at the risk of the supplier.

7 Liability for material and title defects

Where SICK provides services free-of-charge, liability for material and title defects to services is precluded, in particular for the accuracy, freedom from error, freedom from third party intellectual property rights, completeness and/or usability of these - except in cases of intent or malice or in cases of danger to life, limb or health.

8 Data protection

To enable the supplier to register for and access the SPP, the storage and processing of personal data is required. For the collection, usage and processing of the supplier's personal data, SICK shall take the applicable terms of the data protection law into account. See also the separated document "Data protection".

9 Subsidiary agreements, place of jurisdiction, applicable law, use from outside Germany

- 9.1 The written form is mandatory for all subsidiary agreements.
- 9.2 The place of jurisdiction is Freiburg. The applicable law is German law under exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 9.3 The SPP is operated by and is the responsibility of companies located in the Federal Republic of Germany. SICK shall assume no responsibility for whether use of SPP services is permitted or not in places outside of Germany. Should suppliers access the SPP outside of Germany, they alone are responsible for compliance with the pertinent regulations according to the relevant national laws. In countries where access to services on the SPP is illegal, access is hereby prohibited.

10 Changes to these General Usage Terms

- 10.1 SICK reserves the right to modify or add to these General Usage Terms at any time by complying with an appropriate notice period. Changes or additions shall be made in writing to the supplier by e-mail or in any other suitable form.
- 10.2 Should the supplier not be in agreement with a change or addition, this must be vetoed within four weeks of notification being received. Should the supplier fail to veto

changes made to the terms within this notice period, they shall become effective following the notice. This will be mentioned by SICK in the notification.

- 10.3 If changes or additions are essential for SICK for compulsory legal reasons, neither the mandatory notice period nor the supplier's right to veto are applicable. Claims for compensation due to damages may not be brought against SICK for changes and additions made for compulsory legal reasons.

11 Duration of agreement, termination

- 11.1 After being unlocked for use, suppliers are authorized to use the SPP without limitations. They shall be requested by SICK to update the data provided on registration or else confirm this in an annual notification.
- 11.2 SICK reserves the right to revoke this unlocking at any time.
- 11.3 Each of the contract parties is entitled to terminate, extraordinarily and with immediate effect, the contractual relationship as a whole as concluded by these usage terms as well as all contractual relationships concluded in this context by registered mail, should continuation of the contract relationship be deemed unreasonable for the terminating contract party.
- 11.4 The right to extraordinary termination with no notice period applies in particular for cases where the other contract party repeatedly or continually, in spite of written reminders and threats of termination without notice by the terminating contract party, infringes against key obligations of the contract or else ceases its payments or if a provisional insolvency administrator is appointed or an insolvency process is opened up.

12 Other

- 12.1 SICK reserves the right to commission third parties to provide its services.
- 12.2 SICK reserves the right to transfer this contract, with all its rights and obligations, to an affiliated company in the sense of §§15ff of the German Stock Companies Act (Aktengesetz).
- 12.3 Should one or more terms of this contract become ineffective, in whole or in part, or be or prove to be impossible to implement, this does not affect the validity of the remaining terms. The terms which is ineffective or cannot be implemented shall be replaced by an analogous, valid provision which comes closest to approximating the commercial purpose of the provision it has replaced. Where, in the terms of this contract, a declaration is required to be submitted in the written form, this must be signed personally in name by the issuer(s) authorized for orderly representation of the relevant contract party or using a notarially certified mark or notarially registered, with the original document transferred to the other contract party.