General terms and conditions for the exchange of data via the webEDI portal

1. Scope of application of these general terms and conditions and conclusion of the contract

1.1 These general terms and conditions for the exchange of data via the **WEBEDI** portal regulate the use of the **WEBEDI** internet portal (hereinafter referred to as "**webEDI**") for the exchange of electronic business documents between SMS group GmbH (hereinafter referred to as "**SMS**") and its suppliers as users of the webEDI internet portal (hereinafter referred to as "**USER(S)**"), who are individually referred to below as "**PARTY**", and jointly as "**PARTIES**". By using the webEDI internet portal the **USER** accepts these terms and conditions. They shall apply to all exchanges of electronic business documents between the **PARTIES**. **USERS** may only seek recourse to their own terms and conditions of business, and these shall only apply, if **SMS** has given written approval of them. No reference to general terms and conditions of **USERS** on a form shall be accepted.

1.2 Contractual obligations arising from transactions processed via **WEBEDI** are not regulated by these general terms and conditions. **WEBEDI** shall provide only the technical infrastructure for the electronic exchange of inquiries/requests for quotations, quotations, purchase orders, order confirmations, and delivery notifications. If transactions are processed via **WEBEDI**, these shall have legal effect only between those involved in the specific transaction. The realization (with the exception of the form of realization), the contents, and the terms and conditions of such transactions shall be governed by the relevant contractual arrangements (framework agreements, general conditions of purchase, etc.) agreed between the **PARTIES** and supplemented by these terms and conditions of use. Details of **SMS's** general conditions of purchase which may also apply can be obtained at any time from the **WEBEDI** portal.

2. Technical requirements

To ensure the optimal display of all content and functions, we recommend that the **USER** accesses the portal using the current version of one of the following browsers: Internet Explorer, Mozilla Firefox, Google Chrome, Opera, and Safari. In all cases the internet browser used must support HTML 5.

3. Process description for "electronic exchange of data"

3.1 SMS many send inquiries and purchase orders to the **USER** via **WEBEDI**. The **USER** may send quotations, order confirmations, and delivery notifications to **SMS** via **WEBEDI**.

3.2 The receipt of a message via **WEBEDI** during business hours shall be deemed to have taken place if the message has been received on the recipient's communication system, and an automatic acknowledgment of receipt (known as the "receipt") from the recipient's communication system has been received on the sender's communication system. If a message is received outside of business hours, it shall be deemed to have been received by the recipient at the start of business hours on the next working day. Business hours are Monday to Friday from 8 a.m. to 4 p.m., except for public holidays in North Rhine-Westphalia.

3.3 A contract concluded via **WEBEDI** shall come into effect at the time at which the electronic business document, which represents the acceptance of an offer, is received.

3.4 Incoming messages must be dealt with immediately. The recipient of a purchase order or purchase order amendment shall be obliged to check it without delay. The **USER** shall be obliged to process purchase orders within three working days. After this period the time limit for acceptance shall be deemed to have been exceeded.

4. Exclusive use of webEDI

Requests for quotations and purchase orders received by the **USER** via **WEBEDI** must be replied to by the **USER** via **WEBEDI**. This shall not apply to scheduled or unscheduled shutdowns or to communication system faults, or to cancellations/terminations or disputes. In such cases messages must always be exchanged in the form of a letter, fax or e-mail. Notices of cancellation or termination must be made in writing.

5. Security and integrity of messages

5.1 The **PARTIES** shall undertake to protect their respective communication system against unauthorized access by third parties, against the unauthorized transmission of messages and equivalent misuse, and against the loss of data input or output after a message has been transmitted or retrieved.

5.2 If one of the afore-mentioned circumstances **(item 5.1)** arises nevertheless, the sender shall inform the recipient of the event in question immediately by telephone or in writing by e-mail or fax.

6. Shutdowns, fault messages

6.1 The other **PARTY** must be notified of any scheduled shutdowns in the electronic data transmission system (e.g., shutdowns during holiday periods, planned maintenance) at least 24 hours in advance by telephone, fax or e-mail.

6.2 The **PARTIES** shall inform one another immediately of any unscheduled shutdowns (e.g. due to faults) either by telephone or in writing by e-mail or fax.

6.3 If the **USER** identifies a fault in the communication system, or if there are clear indications that a fault is present, he shall undertake to notify **SMS** thereof immediately by telephone or in writing by e-mail or fax, regardless of where responsibility for the source of the fault lies.

6.4 The **PARTIES** shall inform one another immediately by telephone, or in writing by e-mail or fax, of any problems, irrespective of their nature, which arise in connection with the exchange of business documents.

7. Confidentiality, protection of personal data

7.1 Any information received through the exchange of electronic business documents must be treated as confidential. It must not be passed on to unauthorized persons or disclosed to them by any other means, nor must it be used for any purpose other than that envisaged by the sender. Any non-disclosed commercial and technical information which is made known within the scope of the contractual cooperation and use of **WEBEDI** shall be treated as confidential, even after the cooperation has ended.

7.2 The **PARTIES** shall ensure their employees and vicarious agents comply with this confidentiality regulation.

7.3 Each **PARTY** shall observe the regulations governing data protection in respect of messages containing personal data. The **USER** shall undertake to transmit only personal data, either in messages or for retrieval purposes, which are absolutely essential for fulfilling the relevant contractual purpose.

7.4 Other confidentiality regulations in the respective contractual provisions shall remain unaffected.

8. Warranty, liability

8.1 SMS shall not assume any warranty or liability for the proper working order, faultlessness, or availability of the **WEBEDI** portal.

8.2 Furthermore, the scope of liability of **SMS** shall be limited to **(a)** intent and gross negligence on the part of its executive bodies and employees, and intent on the part of its vicarious agents, **(b)** the culpable breach of primary contractual obligations, and **(c)** culpable harm to life, body and health. In the event of **(a)** or **(b)** the extent of liability shall be limited to foreseeable damages which are typical for the contract in question.

8.3 All further contractual and statutory claims for damages, especially claims for compensation of direct/indirect damages, are excluded.

9. Recording, storage

Both **PARTIES** shall save full, unamended, chronological records of all EDI messages exchanged during a business transaction in a secure manner and in line with statutory regulations. For this purpose, business documents sent and received from **WEBEDI** may be downloaded in the form of PDF files.

10. Duration, termination

10.1 Contracts relating to the use of **WEBEDI** shall be valid indefinitely. They may be canceled by giving 30 days' written notice.

10.2 The right to terminate for cause without giving notice (associated with the blocking of access to **WEBEDI**) shall remain unaffected.

10.3 This shall have no effect on the processing of contracts concluded via **WEBEDI**.

11. Validity of contracts, evidential value of documents

11.1. If the written form requirement for records transmitted has been agreed between the **PARTIES**, the same requirement shall also be adhered to for **WEBEDI** messages. These shall have the same legal binding effect.

11.2 The **PARTIES** agree, insofar as permitted by law, that in the event of a dispute the recording of messages, which were transmitted via **WEBEDI** and saved in accordance with the terms of this agreement, may be permitted in court and produced as evidence of the facts contained therein, unless evidence to the contrary is submitted.

12. Venue and applicable law

German law shall apply to the exclusion of the United Nations International Convention on the Sale of Goods. The sole and exclusive venue for all disputes arising from or in connection with the use of **WEBEDI** and these general terms and conditions shall be Düsseldorf.