

# General Terms and Conditions Supplier Portal

## iwis motorsysteme GmbH & Co. KG.

### 1. Scope of application

1.1 Iwis motorsysteme GmbH & Co. KG (hereinafter referred to as "iwis") operates a supplier portal for its own purposes and those of companies affiliated with it under the domain <https://suppliers.iwis.com>. This serves as a communication platform for business relationships between iwis motorsysteme GmbH & Co. KG and its vendors.

1.2 The use of the supplier portal shall be governed solely by these General Terms and Conditions of Use ("Terms and Conditions of Use"). The registration by a supplier constitutes acceptance of these terms and conditions of use.

1.3 The supplier portal is intended exclusively for use by entrepreneurs within the meaning of Section 14 of the German Civil Code (Bürgerliches Gesetzbuch – BGB). The use of the portal is free of charge for suppliers.

### 2. Disclosure of information and registration

2.1 The registration process will be initiated by the supplier and proceeds as follows: First the supplier has to confirm his acceptance to the general terms and conditions and must provide disclosure of information relating to itself. Iwis reserves the right to decide whether the supplier is to be registered and its data entered into the database of the supplier portal. The supplier shall have no right to such registration or inclusion in the database of this supplier portal. Iwis also reserves the right, after receiving the supplier's disclosure of information, to request further information from the latter which iwis considers may be of interest for its registration and inclusion in the database of this supplier portal.

2.2 Should iwis decide in favour of the registration of the supplier and its inclusion in the database of this supplier portal, the supplier shall be provided with a password granting it access to the data provided by it to iwis. This password shall also enable the supplier to amend the data provided by it. This agreement is concluded by way of the terms of use of the iwis supplier portal upon activation of the supplier. The supplier shall be obligated to keep the data stored on the supplier portal up-to-date. This shall particularly apply with regard to the expiration of the period of validity of any certifications notified by the supplier in the context of its disclosure of information pursuant to Section 2.1.

### 3. Amendment of the terms and conditions of use

3.1 Iwis reserves the right to amend these Terms and Conditions of Use at any time. It shall inform the supplier of any such amendments in an appropriate manner.

3.2 Where the amendment of the Terms and Conditions would have an adverse effect on the rights of any suppliers, the suppliers in question may object to the amendment of the Terms and Conditions within two weeks of being notified thereof. The amended Terms and Conditions shall take effect upon the expiration of this deadline.

### 4. Copyright / Confidentiality

4.1 The entire content of the supplier portal is protected by copyright.

4.2 Iwis shall grant the supplier a non-exclusive and non-transferable right to use any information which may be made available on the supplier portal in accordance with these Terms and Conditions of Use and the intended purpose pursuant thereto.

4.3 In using the supplier portal, the supplier must have regard to all intellectual property rights of iwis and/or any third parties, in particular copyrights, rights to the use of certain names and trademark rights. The supplier must refrain from any improper use of the supplier portal. In particular, the supplier must refrain from attempting to gain access to any data relating to other suppliers which has not been made generally available on the supplier portal.

### 5. Deletion of registration / Responsibilities of the supplier

5.1 Iwis reserves the right to fully or partially exclude suppliers, permanently or temporarily, from use of the supplier portal or to block the usage data without having to state any reasons for its decision to do so. Iwis shall also be entitled to discontinue its operation of the supplier portal as such at any time.

5.2 Suppliers may request the deletion of their registration and all of their data contained on the supplier portal in writing, at any time and without having to state any reasons for said request. The data in question shall be deleted without delay, provided that this is not precluded by the winding-up of any ongoing current contractual relationships. Requests for deletion must be sent to the following address: [supplierportal@iwis.com](mailto:supplierportal@iwis.com)

5.3 Should a supplier suspect that unauthorised users may have gained access to its login data, it must inform iwis accordingly without delay. The supplier shall be liable for all damage and any consequential damage incurred by iwis or any third parties and attributable to the supplier as a result of any authorised or unauthorised use of the supplier portal, in particular due to a failure to maintain the confidentiality of data, a dissemination of information to third parties or a failure to have its login data disabled.

### 6. Liability

6.1 Iwis shall not be liable for ensuring either the accessibility or the proper functioning of the supplier portal.

6.2 Iwis shall use its best efforts to ensure the reliability and accuracy of the information contained on the supplier portal. Such information shall not be binding and shall be subject to change at any time. Any liability for the accuracy of the information is hereby precluded.

6.3 Irrespective of the legal grounds, iwis and its legal representatives and employees shall be liable with regard to the supplier portal only in the case of gross negligence or wilful intent. Any further liability is hereby precluded.

### 7. Data protection

7.1 In collecting, using and processing personal data of the supplier, iwis shall observe the applicable laws relating to data protection and data security.

7.2 The supplier expressly consents to the permanent storage and use by iwis, in the context of its operation of this supplier portal, of the data provided by it. In particular, iwis shall be entitled to use and process the data provided by the supplier for purchasing-related purposes, including the winding-up of contractual relationships, and also to carry out internal comparisons of this data with the data provided by other suppliers.

### 8. Final provisions

8.1 Should a provision of these Terms and Conditions of Use be or become invalid and/or impracticable, this shall not affect the validity of the remaining provisions. The Parties shall without delay replace the invalid or impracticable provision with a valid or practicable provision which most closely reflects the economic purpose of the invalid or impracticable provision. The same shall apply correspondingly to any lacuna in these Terms and Conditions of Use.

8.2 These Terms and Conditions of Use shall be subject to German law to the exclusion of the norms of private international law and the provisions of the United Nations Convention on Contracts for the International Sale of Goods.

8.3 The exclusive place of jurisdiction for any disputes arising in connection with these Terms and Conditions of Use shall be München.

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