

General Conditions of Use for the Benteler Automobiltechnik Supplier Portal

0. Preamble

These Conditions of Use apply to external users as well as to internal users. They were developed as part of the Benteler Automobiltechnik Supplier Portal Coordination, in collaboration with selected partners.

1. Field of application

Benteler Automobiltechnik provide, on the web site <http://zulieferer.benteler.de>, the Internet service "Benteler Automobiltechnik Supplier Portal" (hereinafter referred to as "Supplier Portal").

The following Conditions regulate the use of the Supplier Portal.

Applications belonging to Benteler Automobiltechnik or their affiliated companies, and linked to from the Supplier Portal, may be subject to contracts already in force, such as Conditions of Use, non-disclosure agreements, conditions for purchasing, etc. In case of conflict, these rules shall prevail over the present Conditions of Use.

2. Services provided

The Benteler Automobiltechnik Supplier Portal includes a secure area, which requires prior registration. After logging in, registered partners have access to a basic range as well as to a role-specific range of data and applications.

3. Costs

Benteler Automobiltechnik will not refund any costs arising to users from using the Portal. This applies especially to costs arising from Internet access, user's own administration and purchasing the appropriate hardware and software.

4. Organisational requirements for access

Access to the secure web pages within the Portal is restricted to partner companies designated by Benteler Automobiltechnik. Prior registration is required for access. Only authorised Master-/Administrators from your company can register users. Master-/Administrators are subject to additional conditions.

For the initial registration the partner company has to define a Master-Administrator on the registration form. This Master-Administrator has to register new user by using the registration form. The Master-Administrator has to confirm each new registration by signing the registration form.

The user must log in at the beginning of each session. Required access data (user name and initial password) are provided to users upon registration.

Benteler Automobiltechnik reserve the right to deny, in part or in full, registration or login requests, as well as to withdraw access rights retroactively.

5. Technical requirements for access

Current technical requirements for access are described under "Browser settings", in the "Help/Frequently Asked Questions" section of the Supplier Portal. This specification may be modified if required.

6. Duration and extent of access rights

The right to gain access to the Supplier Portal is restricted to employees of Benteler Automobiltechnik and their affiliated companies, as well as to employees of the partner companies designated by Benteler Automobiltechnik.

Persons belonging to the mentioned groups may use the Supplier Portal only as part of the existing business relationships with Benteler Automobiltechnik and their affiliated companies. Use is restricted in time and nature to the accomplishment of contractual duties. Any use going beyond this scope is forbidden. This applies especially when the role assigned to the user includes rights that the user does not need.

Benteler Automobiltechnik are entitled to establish the duration and the extent of specific access rights, as well as the general extent of the services provided within the Supplier Portal.

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7. User's duty of care

Access rights are personal, and not transferable. It is the user's duty to prevent any unauthorised third person from knowing his/her password. Should the user find that an unauthorised third person knows his/her password, or should he/she suspect that his/her access data are being used without authorisation, he/she must change his/her password immediately. If this is not possible, the user must immediately report the incident to his/her Master-/Administrator.

When changing to another department or to another task, users must arrange the correction of their current access rights with the responsible Master-/Administrator, according to the new task. In addition, users must inform the corresponding Master-/Administrator whenever the grounds of their access rights cease to apply, e.g. if their employment with the partner company ends or if the contractual relations between Benteler Automobiltechnik or their affiliated companies and the partner company ends ahead of schedule.

In case of breach of these rules, especially if personal access data are used without authorisation, Benteler Automobiltechnik reserves the right to block access rights, as well as to take further legal action.

In addition, the user may not carry out any activities that could lead to their or to any third person's destroying or manipulating stored data or IT systems that belong to Benteler Automobiltechnik or to their affiliated companies or to the partner companies designated by Benteler Automobiltechnik.

8. Non-disclosure, information security, data security

Without prejudice of any legal or contractual obligations concerning confidentiality and non-disclosure, the following rules apply indefinitely, and thus also after the contractual relation for the use of the Portal has ended:

The user must treat all information collected within the scope of the contract as confidential.

The user must protect all information collected as a result of the use of the Portal against it being accessed by unauthorised persons.

Requirements information protection are specified in detail under "privacy".

Benteler Automobiltechnik complies with internationally accepted data security standards. For further details, please refer to the data privacy statement for the Supplier Portal under "privacy".

9. Liability

The Supplier Portal is operated with due care. However, we cannot guarantee that the Supplier Portal is always available, nor can we guarantee that the data contained therein are accurate and without errors. We cannot accept liability for any damage arising directly or indirectly from using the Portal, or from the Portal not being available, except in cases of wilful misconduct or gross negligence, or personal injury.

Benteler Automobiltechnik accepts no responsibility for the content of third-party operated Internet pages linked to from the Supplier Portal.

10. Trademarks

Unless otherwise stated, all trademarks used within the Supplier Portal are the property of Benteler Automobiltechnik or their affiliated companies. This applies especially to brands, type designations, logos and emblems.

11. Licence

Intellectual property included in the Supplier Portal, such as patents, trademarks and copyrights, is protected. Access rights are conceded only to the extent required for the legitimate use of the supplier portal. In addition, no licence for the use of intellectual property of Benteler Automobiltechnik or their affiliated companies or third parties is issued.

12. Copyrights

Texts, images, graphics, sound, animations and videos, as well as their arrangement on the Supplier Portal, are protected by copyright and other protective laws. Access rights are conceded only to the extent and for the duration required for the legitimate use of the Supplier Portal. In addition, contents from this web site may not be copied, published, modified or made available to third parties for commercial purposes. Images included in the web site may be subject to copyright by third parties.

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13. Additional conditions for Administrators

The following conditions apply to Master-/Administrators.

The Master-/Administrator is the partner company's main organisational contact person, as far as the use of the Supplier Portal is concerned. He/she organises and co-ordinates electronic communication between the partner company and Benteler Automobiltechnik. In order to support him/her, substitutes and (in case of decentralised user administration) additional Administrators can be designated.

As a matter of principle, the Master Administrator obtains all information concerning the operation and use of the Supplier Portal server, and has access to all information of the Supplier Portal server assigned to his/her company.

Master-/Administrators are designated by the corresponding partner company and act on their behalf.

It is the Master-/Administrators' responsibility to ensure that only registration applications from authorised persons are bindingly forwarded to Benteler Automobiltechnik and/or confirmed. They are responsible for the maintenance and updating of their company's user data. Whenever a user changes to another department or task, they must ensure that existing access rights are corrected according to the new task, e.g. when the user's employment with the partner company finishes, or when the corresponding contractual relation between Benteler Automobiltechnik or their affiliated partners and the partner company ends ahead of schedule.

In addition, Master-/Administrators must delete user data when the user ceases to work for the company or on the users' request.

14. Final provisions

Whenever changes to these General Conditions of Use become necessary, Benteler Automobiltechnik will inform the user about the changes and offer them to renew the contract under the new Conditions. If the User rejects the changes, Benteler Automobiltechnik will terminate the contract and delete any existing access rights.

If any one of the clauses of these General Conditions of Use are declared invalid or invalidated, this will not affect the validity of the other clauses. It is the duty of Benteler Automobiltechnik and the partner companies to replace, within reasonable limits and in good faith, the ineffective provision by another provision that, being legal, is equivalent in terms of economic success, as long as this does not imply a substantial modification of the content.

The provisions of these Conditions, as well as the privity of contract, are governed by German law. Paderborn shall be the place of fulfilment and exclusive place of jurisdiction for all disputes arising from or relating to these General Conditions of Use.

By signing the user application, you accept the above General Conditions of Use for the Benteler Automobiltechnik Supplier Portal.

Supplier-Portal Registration form

New: _____ Change: _____ Deletion: _____

Company:

Name: _____
Street: _____
P.O.: _____ City: _____
Country: _____ Date: _____
Telefon: _____ Telefax: _____
Benteler DUNS-
Supplier No.. _____ No. _____

User:

Title: _____
Name: _____ Surname _____
Telefon: _____ Telefax: _____
EMail: _____

Administrator (User-ID will be created by Benteler on initial registration):

Name: _____ User-ID: _____

Unterschrift: _____

By signing this form you will accept terms & conditions of the Benteler Supplier Portal from 06/29/2004.

In case of changes (e.g. new email address), please print out a new form and fax it to Benteler.

Please fax to: +49.5254.817259

Will be filled in by Benteler

Gruppen-ID : _____
User-ID : _____
R3-User-ID : _____
Berechtigungsprofil / Rolle : _____
Name (Zentralbereich) / Telefon : _____
Datum, Unterschrift (Zentralbereich) : _____
Name (UHD) / Telefon : _____
Datum, Unterschrift (UHD) : _____