



User Policy of BOS Sourcing Portal (hereinafter referred to as "User Policy")

BOS GmbH & Co. KG (hereinafter referred to as "BOS") operates a Sourcing and Supplier Relationship Management (SRM) Portal (hereinafter referred to as "Sourcing Portal") for its own use as well as for that of its subsidiaries. It can be found at <http://www.bos.de>. This Sourcing Portal is designed to allow Suppliers, potential Suppliers, service providers and other subcontractors (hereinafter referred to as the "Supplier") to offer according to the Request for Quotation (RFQ) of BOS and to manage the Supplier data and communicate with their business partners in accordance with these User Policy. This allows BOS to increase its knowledge of an individual Supplier as well as the transparency in the supply chain, moreover increases the usability mainly in the RFQ phase for all Supplier. The Sourcing Portal shall be used solely on the basis of this User Policy.

1 Supplier information

- 1.1. If BOS decides to register a Supplier and include it in the Sourcing Portal, the Supplier then receives an invitation via our Supplier Portal to register the Key-User. Therefore an initial password will be sent to the Key-User per e-mail. The Key-User has to complete his personal data. The Key-User has to check the core Supplier data and if necessary carry out updates, complete the Supplier data sheet and upload the mandatory certifications. The Supplier guarantees the accuracy and completeness of the data and information that he has entered.
- 1.2. Once BOS has received the data, BOS will verify the information submitted by the Supplier and the details, which has provided. BOS reserves the right to decide whether the Supplier's data is included in the Sourcing Portal. The Supplier has no right to demand to be included on this Sourcing Portal. After receipt of the details concerning the Supplier, BOS also reserves the right to ask additional questions, which may be of interest to BOS with regards to inclusion in this Sourcing Portal.
- 1.3. The access data includes the User name and password. The user name for any Key User or User will be the business e-mail address. The password will initially generated by the Sourcing Portal and must changed during the first log in.
- 1.4. The access data also enables the Supplier to modify the data provided. The Supplier is obligated to provide, immediately and without prior prompting, notification of any amendment to the data provided, and is obligated to update the data saved on the Sourcing Portal accordingly. This applies in particular to the expiry of the period of validity of any certifications, which the Supplier has notified as described in point 1.1.
- 1.5. The Supplier has Key-Users and Users that must be natural persons, which are authorized to provide legally binding offers. The number of Key-User is limited. The Key User takes care of the Supplier core data, company information and has to administrate the Key-Users and release the users of the Supplier.
- 1.6. The Supplier receives an individual invitation for request for quotation and logs on to the Sourcing Portal with its user name and password to submit a quotation or refuse the opportunity to bid. Once the Supplier has submitted quotations, these are legally binding with the exception if the offer was to a request for price indication (RFI). BOS reserves the right to accept the quotation in part or in full in accordance with the bid invitation. The access data allows the Supplier to amend the data provided specifically or in a generally valid way within every RFQ.
- 1.7. The contract between BOS and the Supplier will become effective and binding by signing the written agreement (Nomination Letter) by both parties.



2 Use of the Sourcing Portal

- 1.1. The general use of the Sourcing Portal is for the Supplier free of charge and is accessible via internet (<http://bos.de>). For the internet access, the Supplier has to take its own costs.
- 1.2. Within the scope of use of the Sourcing Portal, the Supplier must respect all intellectual property rights belonging to BOS and to third parties, in particular copyrights, trademark rights and rights relating to legal names.
- 1.3. Misuse of the Sourcing Portal is strictly forbidden. In particular, the Supplier shall refrain from any attempts to view data of other Suppliers, which is not generally accessible in this Sourcing Portal.
- 1.4. BOS is not liable for the accessibility or operational capability of the Sourcing Portal.
- 1.5. BOS shall employ its best efforts to ensure that the information contained within this Sourcing Portal is reliable and free of errors. Such information is non-binding and may be amended at any time.
- 1.6. The sourcing Portal is designed for the Browser "Google Chrome".

3 Data protection and data security

- 1.1. Key Users and Users of the Sourcing Portal shall protect their access data and, in particular, protect the password appropriately against unauthorized use.
- 1.2. BOS shall strictly apply the regulations applicable to the security of electronic transactions and utilize the most appropriate processes and techniques to ensure the most secure treatment of exchanges and their confidentiality, and more generally of the German laws and regulations applicable in matters of Computing and Networks, including copyrights.
- 1.3. The Supplier thus undertakes, both on his own behalf and on that of each of the members of his personnel for whom he shall stand surety, to satisfy the same requirement in matters of the regulations applicable and the same vigilance when he accesses and utilises Supplier Portal, all in such a way.
- 1.4. The Supplier undertakes under the same terms not to carry out an operation of any kind that may occasion computer breakdowns of whatever nature likely to disturb the correct operation of BOS Suppliers Portal and its environment including the hypertext links and the services that it facilitates. He specifically undertakes in this respect to forward viable documents and files free of any viruses and shall refrain from installing a hypertext link to Supplier Portal, without the prior written agreement of BOS.
- 1.5. As a consequence of the foregoing, the Supplier shall indemnify BOS against any claims of third parties, taken in its broadest sense, on whatever grounds, in connection with the information (texts, photographs, etc.), installed by the Supplier on BOS' Suppliers Portal.

4 Copyright

- 1.1. The contents in the Sourcing Portal and the Sourcing Portal itself are/is protected by copyrights.
- 1.2. BOS grants the Supplier a non-exclusive and non-transferable right to use any information available within the Sourcing Portal in accordance with this User Policy and the intended use arising therefrom.

5 Data Protection

- 1.1. BOS shall comply with the applicable data protection and data security legislation when collecting, using and processing the Supplier's personal data.
- 1.2. The personal data and information collected during registration in the Supplier Portal and the Supplier Portal's applications shall be used solely for the purposes of User / Key-User administration and to ensure the proper business process and operation of the



Supplier Portal. Any personal data that arises in this connection shall be stored, processed or used solely within the applicable data protection legislation.

- 1.3. The Supplier shall consent to any data stored about it being saved, processed and used by BOS and BOS's affiliated companies in the context of business contacts and contract implementation.
- 1.4. Where the declaration of consent for the aforementioned purposes also comprises transmission of data to companies in the BOS Group, the data provided by the Supplier may be forwarded to them. No data beyond this shall be disseminated. The Supplier may revoke its consent at any time. The revocation shall then apply to the future.
- 1.5. The data provided by the Supplier shall not be sold, leased or otherwise made available to third parties. Personal data shall be transmitted to government institutions and authorities only within the scope of mandatory national legal provisions.
- 1.6. BOS shall, on request, inform the Supplier what, if any, personal data about the Supplier or its employees with authorization to access the Supplier Portal has been stored at BOS.

6 Deleting a registration

- 1.1. BOS reserves the right to delete from the Sourcing Portal, at any time and without citing its reasons, any Suppliers already registered and included in the Sourcing Portal database as well as any individual data transmitted by these Suppliers, and to block access to the Sourcing Portal. BOS also has the right to cease operating the Sourcing Portal as such at any time.
- 1.2. Suppliers may apply in writing to have their data that is stored in the Sourcing Portal deleted. This data shall be deleted provided that the deletion does not prevent the processing of existing contractual relationships or conflict with any overriding interests of BOS. A deletion request must be sent to the following address: xxx@BOS.de.

7 Amendments to the User Policy

- 1.1. BOS reserves the right to amend this User Policy at any time. Attention will be drawn to any such amendments in an appropriate manner.
- 1.2. If the rights of Suppliers are infringed by an amendment to the User Policy, those Suppliers affected may contravene an amendment to the User Policy within two weeks of the amendment being announced on the Sourcing Portal. Once this period has elapsed, the amended User Policy shall become valid.

8 Applicable law, jurisdiction

- 1.1. This User Policy shall be governed by German law to the exclusion of references to other jurisdictions and to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods.
- 1.2. The sole place of jurisdiction in the event of any disputes arising from this User Policy shall be Stuttgart (Germany).

9 Final provisions

- 1.1. All other contracts between BOS and the Supplier shall remain unaffected by this User Policy.
- 1.2. Should a provision in this User Policy be or become invalid and/or unenforceable, the validity of the remaining provisions shall remain unaffected. The parties shall replace the invalid and/or unenforceable provision without delay by a valid or enforceable provision which is closest to the commercial purpose of the invalid or unenforceable provision. This shall also apply for any loopholes.