

General Terms of Use for the Supplier Relationship Management Tool mySRM of Companies of TGW Logistics Group GmbH

1. Preamble

1.1. TGW Logistics Group GmbH (hereinafter referred to alone or with its subsidiary companies as "TGW") operates the Supplier Relationship Management-Tool (in short "SRM-Tool") mySRM for itself and its subsidiaries. This SRM-Tool allows industrial service providers, suppliers and subcontractors (hereinafter referred to as the "Partner(s)") to present their company, their products and services to TGW. Based on this, the Partner may be taken into consideration for awards of contract in TGW's procurement process. The supplier qualification, which shall serve as prerequisite for contracting, is done via the SRM-Tool. Furthermore, it is used to file documents/contracts/certificates in the system, carry out tendering/RFQs, and record measures or monitor the implementation of these measures.

1.2. The TGW SRM-Tool shall exclusively be used on the basis of these General Terms of Use (hereinafter referred to as the "Terms of Use").

2. Registration for the SRM-Tool and Supplier Self Service

2.1. The access-protected section of the SRM-Tool provides functions, applications and information which are used to represent the business processes between TGW and its partners. Only those partners who have registered for the TGW SRM-Tool and are maintained by TGW with a supplier number will get access to and be integrated into the database. There shall be no entitlement to integration into the database of the TGW SRM-Tool.

2.2. An online form is provided to the Partner for registration where the inquired data have to be entered completely and correctly. The supplier shall be responsible for the correctness and completeness of these data. If the online form is sent back to TGW by clicking "Finish", TGW will confirm receipt of the data. During the self-assessment via the Supplier Self Service, the Partner is asked to enter detailed information for the subsequent supplier qualification. Changes of the disclosed data will have to be included in the Supplier Self Service by the Partner immediately and without being requested. The same will apply in case of changed or extensions of the SRM-Tool by TGW.

2.3. Partners who have already worked for TGW in the past are already saved in the database. The registration of these Partners shall serve the purpose of identification and allocation. Once the details and certificates from the registration and Supplier Self Service have been checked by TGW, they will be saved in a central supplier database.

2.4. To access the Supplier Self Service, every Partner obtains an user name and an individual password to be kept secret. This password allows to view the data submitted to TGW, and to change these data.

2.5. The password for access authorisation shall be issued to individual people. Users have to make sure that the individual password is not disclosed to unauthorised third parties. If users find out that their password has become known to unauthorised third parties, or suspect a misuse of their access data, they will have to change the password immediately and inform TGW of the unauthorised use. In case the job/task of an user changes, s/he has to organise for the correction of the existing access rights by TGW in accordance with the changed task. Furthermore, users shall be obliged to inform TGW, in case the basis for being granted an access right is no longer existent, e.g. if users terminate their employment with the Partner.

2.6. In case these regulations are violated, in particular in case of misuse of the personal access data, TGW shall reserve the right to disable the access authorisation and to take legal action.

3. Use of the SRM-Tool

3.1. The TGW SRM-Tool shall exclusively be used for business transactions between TGW and the Partner. Its use shall be limited in time and content to the fulfilment of the respective contractual obligations. Any use going beyond that scope shall be excluded. TGW shall be entitled at any time to define and/or change the duration and scope of concrete access rights as well as the general scope of the services offered via the SRM-Tool.

3.2. It shall not be permitted to bypass security measures or execute applications which might lead to a damage of TGW equipment. Besides, users shall be obliged to refrain from any activity which could lead to a destruction or manipulation of existing data or IT systems of TGW by themselves or third parties.

3.3. Information from or about TGW must never be distributed, let or otherwise disclosed or made accessible to third parties for industrial purposes.

4. Cancellation of the registration

4.1. TGW shall reserve the right to exclude Partners already registered for and included in the SRM-Tool at any time and without giving reasons from the TGW SRM-Tool and/or disable the access to the Supplier Portal.

4.2. If TGW makes use of its right to cancel the registration, or if the operation of the SRM-Tool is discontinued, TGW will delete all user data and any other saved personal data of the Partner, as soon as they are no longer needed for the transaction of business relations.

4.3. Partners may at any time request the cancellation of their registration and integration into the TGW SRM-Tool. The data submitted to TGW will be deleted, unless this presents an obstacle to executing present contractual relationships. In this case TGW will delete all user data and any other saved personal data of the Partner, as soon as they are no longer needed.

5. Warranty and liability

5.1. TGW shall neither be liable for the availability nor operability of the SRM-Tool. Any provided information shall without obligation and be subject to reservation of changes.

5.2. TGW shall be liable for damages arising from injury to body or health, in case TGW is responsible for the violation of obligations. Besides, TGW shall be liable for other damages which are based on a deliberate or grossly negligent violation of fundamental obligations resulting from these Terms of Use. In other aspects, liability shall be excluded. TGW shall in particular not be liable for loss of profit, indirect damages and consequential damages (caused by a defect), irrespective of their legal grounds.

5.3. If references are made from the SRM-Tool to websites which are operated by third parties, TGW will not assume responsibility for their contents.

6. Copyright

6.1. The content of the TGW SRM-Tool is protected by copyright law and must not be copied, distributed, changed or made accessible in whatsoever form to third parties without consent.

6.2. TGW shall grant the Partner a non-exclusive and non-transferable right to use the information provided on the TGW SRM-Tool as necessary to the agreed extent. If no certain extent of use has been agreed, the right of use shall exist within the scope which corresponds to the purpose pursued by TGW.

6.3. Texts, pictures, diagrams, drawings, sound, animations and videos as well as their arrangement on the SRM-Tool shall particularly be subject to the protection of copyright. Copyright, naming- and trademark rights as well as other intellectual property rights of TGW, in particular brand names and logos, have to be respected. Partners shall be obliged not to offend these intellectual property rights.

7. Data protection

TGW will respect the applicable laws on data protection and data security when collecting, using and processing personal data of Partners.

8. Confidentiality

8.1. Partners shall be obliged to treat not obvious commercial or technical details which are disclosed to them during the use of the SRM-Tools as business secret and not to make them available to any third party.

8.2. Partners will swear their personnel, employees and/or subcontractors to secrecy to the extent of this paragraph 8. If Partners find out that an information to be kept secret has become the property of an unauthorised third party, or documents to be kept secret have got lost, they will immediately inform TGW about that.

8.3. The obligation of confidentiality shall also be applicable after the execution of the business relationship, and will not expire before the information obtained has become public knowledge.

8.4. The registration for the TGW SRM-Tool does not constitute an entitlement to maintain TGW in reference lists or similar means for promotional purposes.

8.5. Documents of any kind which TGW provides via the SRM-Tool, including in particular but not limited to samples, drawings, models and the like, shall remain the property of TGW and must not be used for purposes other than the contractual purposes nor reproduced; they must not be made accessible to third parties, e.g. subcontractors, sub-suppliers, without the prior written consent. These documents will have to be sent back without particular request, or destroyed, if not needed any longer for the execution of an order.

9. Final provisions

9.1. TGW shall reserve to change these Terms of Use at any time. Corresponding changes will be pointed out in an appropriate manner. In case the change of the Terms of Use has an impact on rights of the Partner, the Partner may object to a change of the Terms of Use within two weeks after the change. Once this period of time has passed, the changed Terms of Use shall take effect.

9.2. The legal ineffectiveness of individual parts of this contract shall not affect the effectiveness of any other provision. The contracting partners will cooperate in replacing the ineffective provision by a legally permitted and effective one which is suitable for achieving the intended success. The same shall be applicable in the event of gaps in the contract.

9.3. The conclusion of individual contracts and the fulfilment of the respective contracts by the parties shall be subject to the condition that there are no obstacles due to national or international legal provisions, in particular export controls.

9.4. These terms shall be governed by Austrian law to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods from 11 April 1980 (CISG).

9.5. The competent court in Wels/Upper Austria shall have the exclusive jurisdiction for any disputes arising in connection with these Terms of Use.