

General Terms of Use for the ALD Supplier Portal

Section 1 - Scope of application

(1) ALD Vacuum Technologies GmbH (hereinafter referred to as: “ALD”) operates the ALD supplier portal (hereinafter referred to as: “portal”), which it provides to its suppliers for use. ALD uses the services of its suppliers to fulfill its contractual obligations towards its commercial customers (hereinafter referred to as “customers”). The portal is a web-based, so-called supplier relationship management platform for electronically handling purchasing processes and resulting or associated business processes which includes a variety of functions for exchanging information, processing inquiries / offers and making orders between ALD and the Supplier. These General Terms of Use (hereinafter referred to as “Terms of Use”) regulate only the use of the portal by Suppliers, but not the conditions of individual purchasing, work or other agreements concluded between Suppliers and ALD over the portal. Instead, the current valid General Purchasing Conditions (GPC) of ALD or individual agreements deviating from the GPC between ALD and the Supplier always apply to these agreements.

(2) By registration or, if unregistered, by using the portal, the Supplier hereby accepts these Terms of Use.

(3) The portal is designed exclusively for use by companies in the sense of Sec. 14 BGB (German Civil Code). Consumer protection regulations do not apply.

Section 2 - Functions of the portal; access options

(1) ALD provides use of the portal to the Supplier free of charge. The following are some of the functions available within the portal:

- Registration process for new suppliers;
- Updating supplier company profile and contact persons;
- Handling order processes
- Processing inquiries / offers (requests for quotation - RFQ)
- Processing and documenting long-term supplier declarations (LTSD) under customs law

(2) Access to the portal is available to Suppliers in two different ways:

- (a) Use as a registered supplier (portal supplier) ALD creates an account for the portal for the Supplier, and the Supplier must identify itself using a name and password (hereinafter referred to as: “access details”). During the registration process, further company-related information is requested from the Supplier. The access details are assigned by ALD during the registration process and provided to the portal Supplier via e-mail, along with its confirmation of registration and information on how to access the portal, at the e-mail address provided by it. The first time it access the portal, the portal Supplier is requested to change the password provided by ALD to a password known only to it. The portal Supplier is entitled to provide one or more of its employees access to the portal as designated users, following consultation with ALD.
- (b) **Usage via a One Time Account:** Alternatively, the Supplier can use the portal without registration via a link **delivered** to it by ALD (hereinafter referred to as: “access link”). The access link guides the user directly to the portal user interface, allowing the Supplier to use its functions in this manner.

(3) Insofar as these Terms of Use describe “Suppliers,” these regulations apply to both portal Suppliers and one time account Suppliers.

Section 3 - Term, Termination

(1) After approval to use the portal, the Supplier is entitled to do so for an unlimited term. ALD is entitled to end its provision of the portal at any time without providing grounds.

(2) During the term of the usage agreement, ALD will request that the Supplier confirm or update the information it provided upon registration on an annual basis.

(3) Both Parties can terminate agreements for use of the portal concluded under these General Terms of Use at any time with a notice period of 30 days. Ongoing order processes will not be impacted by a termination, and must be continued until their completion in accordance with the agreement. Terminations shall require text form.

(4) The rights of both Parties to extraordinary termination for just cause shall remain unaffected.

Section 4 - Availability of the portal; maintenance

(1) ALD attempts to ensure an availability of 98% for the portal, calculated over the course of the calendar year.

(2) ALD is entitled to restrict or suspend use of the portal temporarily or functionally if this is necessary or reasonable due to planned or unplanned maintenance measures. ALD will inform Suppliers of upcoming planned maintenance measures and associated restrictions to use of the portal with an appropriate lead time, insofar as this is possible and reasonable.

(3) Planned maintenance is not taken into consideration within the framework of the availability described in paragraph 1, e.g. resulting restrictions or outages of the portal are not considered a lack of availability.

(4) The Supplier will notify ALD via e-mail (e-mail address: SRM-Helpdesk@ald-vt.de) promptly if the portal is not available. [

(5) ALD is entitled to block a Supplier's access to the portal at any time if the Supplier violates its obligations under these Terms of Use, and to delete all content associated with the violation from the portal.

Section 5 - Concluding agreements over the portal

(1) ALD can send orders to Suppliers over the portal. After receiving an order, the Supplier must promptly review its availability and ALD's specifications regarding the scope and time of delivery.

(2) If the Supplier can comply with the requirements of ALD's orders, it declares its acceptance of the order via the relevant portal function and sends a binding order confirmation to ALD.

(3) If the Supplier cannot fulfill ALD's order, it must notify ALD of this promptly. If the Supplier accepts the order but makes changes to its scope or time, this shall be considered a new offer to ALD (rejecting the original order from ALD). ALD can accept this new offer from the Supplier via the portal, but is not obligated to do so.

Section 6 - Obligations of the Supplier

- (1) Portal Suppliers are obligated to provide complete and truthful information during the registration and to notify ALD of any later changes promptly. In particular, the Supplier shall inform ALD promptly if the contractual rights of the employees authorized by the Supplier to access the portal (see Sec. 2 para. 2 (a)) expire.
- (2) Actions undertaken using a Supplier's user account or the access link provided to the Supplier will generally be considered committed by that Supplier. The Supplier shall ensure that its access details or access link are not made accessible to third parties, and shall be liable for any actions undertaken using the access details insofar as it cannot prove that the data was disclosed to third parties without any action on its part or on the part of its agents.
- (3) Each time after using the portal, the Supplier must leave the password protected area by logging out.
- (4) The Supplier must ensure that it can receive e-mails at the e-mail address it provides. It must, in particular, ensure that the data provided by it is always up to date.
- (5) The Supplier is prohibited from placing its own or third party content on the portal that violates the law, official orders, or common decency, or that violates the rights of third parties.
- (6) When using the portal, the Supplier may not transmit or use any malware, viruses or other programs or files that could damage the portal or the content provided there. Furthermore, the Supplier is obligated to halt any other measures that could impact the function or safety of the portal.
- (7) The Supplier shall provide ALD all necessary data and information promptly so that ALD can fulfill its obligations under the contract for use of the portal and any agreements concluded in conjunction with this contract.
- (8) ALD will not review the content of information provided by the Supplier to ALD.
- (9) The Supplier hereby undertakes to update operational ordering and inquiry process data, in particular the delivery date for the specific item, promptly.

Section 7 - Rights of use

- (1) ALD shall grant the Supplier a non-exclusive and non-transferable right to use the content, information and documentation provided on the portal by ALD in accordance with the contract to process inquiries and deliveries.
- (2) The Supplier shall grant ALD a non-exclusive, transferable, free global right to use content transmitted to ALD by the Supplier over the portal (hereinafter referred to as "Supplier data") in whole or in part, to duplicate, process, distribute, execute, and disclose such data insofar as this is necessary for ALD to fulfill its contractual obligations towards the Supplier. ALD has the right to sub-license the above rights to affiliated companies as necessary in the sense of Sections 15 et seqq. AktG (Joint Stock Corporations Act) or transfer said rights to them. The Supplier guarantees that it is entitled to grant ALD the rights listed above.

Section 8 Third party claims

The Supplier shall indemnify ALD upon first request against all third party claims brought by them due to a violation of their own rights in conjunction with the use of the portal by the Supplier.

Section 9 - Liability

- (1) ALD shall be liable without restriction for damages due to injuries to life, health or body in conjunction with the use of the platform.
- (2) ALD shall be liable for damages due to a violation of a cardinal contractual obligation. Cardinal contractual obligations are obligations whose fulfillment make possible the proper execution of the contract and which the orderer regularly trusts and should be able to trust. If a cardinal contractual obligation is violated, the amount of ALD's liability shall be limited to the damages foreseeable and typical for the contract at the time it was concluded.
- (3) Apart from paragraph 1 and 2, ALD shall be liable for damages in conjunction with use of the portal towards the Supplier in cases of intentional actions and gross negligence.
- (4) ALD shall only be liable for lost Supplier data if such loss would not have been avoidable if the Supplier had taken appropriate measures to back up its data.
- (5) The liability of ALD does not include restrictions in the contractual use of the services provided through the portal, or to damages resulting from improper or incorrect use by the Supplier.
- (6) The above limitations of liability also apply in favor of agents of ALD.

Section 10 - Links, third party content

The portal contains links to third party websites. Third parties can also place their own content on the portal. ALD does not take responsibility for these websites or their content, or for third party information, and shall not be liable for ensuring it is legal, up to date, or that the content is correct or complete. Third party websites may be used at the Supplier's risk.

Section 11 - Data privacy

- (1) ALD provides the portal via a platform operated by the third party provider curecomp Software Services GmbH (www.curecomp.com) (shop in shop principle). The server used to operate this platform is located within the EU. In order for the Supplier to register on the portal and process orders, data must be exchanged between a SAP system owned by ALD and the portal hosted on the platform of the third party provider. This also includes personal data of the Supplier's employees in the sense of relevant data privacy laws.
- (2) ALD is responsible under data privacy law for the data sent from ALD's SAP system to the portal and data processed in the portal.
- (3) Insofar as the third party provider receives access to the Supplier's data on the portal for technical reasons (such as for maintenance purposes), this is done at the instruction of ALD and as part of contract data processing. ALD has obligated the third party provider to comply with applicable European and national data privacy law regulations under a contract data processing agreement. The third party provider is not entitled to process the Supplier's data for its own purposes.
- (4) In order to secure data transmitted from the ALD SAP system to the portal, ALD has taken suitable technical and organizational measures that ensure an appropriate level of protection.
- (5) Personal data is processed by ALD for the purposes of initiating, carrying out, and processing the agreement. Data is saved until the end of the relevant term for the limitation of claims, and beyond this term if and insofar as statutory retention periods (in particular under commercial and tax law) require.
- (6) The Supplier's employees are entitled to legal claims for information, rectification, deletion, and portability of their data, as well as to request restriction of data processing. For further details,

please see the ALD Data Privacy Declaration at www.ald-vt.com/de/datenschutzerklaerung/, which also provides information on the ALD Data Protection Officer and the right to submit complaints to responsible data privacy authorities.

(7) When employees of the Supplier log into the portal, further personal data regarding their use of the third party website may be collected and processed. The third party provider is responsible for doing so as the operator of the platform. The Data Privacy Declaration of the third party provider accessible on the portal applies in this respect.

Section 12 - Use of the portal from outside Germany

ALD accepts no responsibility for ensuring services and functions of the portal can also be legally used in locations outside of Germany. If the Supplier accesses the portal from outside of Germany, it is exclusively responsible itself for complying with the applicable regulations under national law, in particular on import and export controlling. Access to the portal from countries where this access or use of portal functions would violate the law is not permitted.

Section 13 Amendments to these Terms of Use

(1) ALD is entitled to amend or supplement these Terms of Use at any time, with an appropriate notice period.

(2) ALD shall inform the Supplier of an amendment or supplement to the Terms of Use via the e-mail address provided by the Supplier and via a notification in the portal itself.

(3) If the Supplier does not agree with the amendment or supplement, it is obligated to object to this to ALD in writing within four weeks after receiving the notification. If the Supplier does not object to the amendments promptly, these will be included and go into effect according to the announcement. ALD will be expressly informed of this in the notification.

(4) If the planned amendments to the Terms of Use are amendments required under the law, and if the Supplier objects to these amendments, ALD is entitled to terminate the agreements for use of the portal concluded under these General Terms of Use through extraordinary means. Amendments and supplements undertaken due to legal requirements shall not be grounds for any damage claims against ALD.

Section 14 - Miscellaneous

(1) If one or more provisions of these Terms of Use are or become invalid or unenforceable in whole or in part, this shall not affect the validity of the remaining provisions. The invalid or unenforceable provision shall be replaced by an appropriate valid regulation coming as close as possible to the economic purpose of the invalid or unenforceable regulation.

(2) Ancillary agreements shall require the written form.

(3) The place of jurisdiction for all legal disputes arising from or in conjunction with the use of the portal or these Terms of Use is Hanau. German law shall apply, with the exclusion of UN sales law.

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