

## General Conditions of Use for the GEZE GmbH Supplier Portal

### 1. General Information

1.1. GEZE GmbH (hereinafter referred to as GEZE) operates a supplier portal on the internet site <https://www.geze-partnerlogin.de> for electronic cooperation with partners. Use of the supplier portal takes place exclusively on the basis of these general conditions of use (hereinafter referred to as conditions of use).

1.2. The access protected area of the supplier portal provides functions, applications and information with which business processes between GEZE and its partners are illustrated. A right to supplier portal registration does not exist.

1.3. The aim of the supplier portal is to obtain more information on requirements and to plan internal activities for both partners. The supplier portal informs the partner about the requirements at GEZE. It supports him in achieving the best possible commitment to deadlines. The delivery dates are generally illustrated on a daily basis and should be understood as the date on which the confirmed delivery should be received by GEZE. The joint aim is to strictly adhere to confirmed delivery dates.

1.4. The basis for processing further business between GEZE and the partner is formed by individual contractual agreements as well as GEZE's general terms of purchasing and delivery, which can be downloaded at [www.geze.com/geze-portals](http://www.geze.com/geze-portals).

### 2. Supplier Portal Registration

2.1. In order to allow the partner access to the supplier portal, he is given an individual user ID as well as a password, which must be kept secret. The partner is obliged to impose the necessary care and confidentiality in handling this information on employees. He must ensure that unauthorised third parties do not gain knowledge of his individual access data.

2.2. GEZE is entitled to remove registered partners from the supplier portal at any time without providing a reason and to block access.

### 3. Use of the Supplier Portal

3.1. Use of the supplier portal by the partner is free of charge. The partner provides the necessary hardware. He also covers the costs for the connection.

3.2. Use of the supplier portal is only for the purposes of business relationships between the partners. GEZE is entitled to specify or change the period and scope of access authorisations to the supplier portal at any time.

3.3. The user is obliged to refrain from all activities that could lead to destruction or manipulation of GEZE's data records or IT systems by the user or a third party.

### 4. Processing

4.1. The partner will confirm the orders issued by GEZE via the supplier portal if he accepts the specifications and conditions stated in the order.

4.2. The partner will print out the delivery notes via the supplier portal and enclose them with the order.

4.3. GEZE automatically processes all data registered by the partner in the supplier portal in digital form. The partner is therefore responsible for the reliability and accuracy of the data.

4.4. The partner must make sure that the receipt of e-mails under the stated e-mail address is possible. He must therefore particularly ensure that the stated contact data is always up-to-date.

### 5. Copyrights

5.1. The contents of the supplier portal are the property of GEZE and are copyright protected. They may not be copied, distributed, changed or made accessible to third parties without consent.

5.2. Texts, images, graphs and drawings are subject to copyright protection and other protection rights. The copyrights, name and brand rights as well as GEZE's protection rights, especially the brand name and logos, must be observed. All types of documents provided by GEZE via the supplier portal remain the property of GEZE and may not be used and/or reproduced for purposes other than the contractual purposes.

### 6. Confidentiality

6.1 Both sides agree to treat all commercial or technical details they become aware of due to the business relationship and use of the supplier portal as trade secrets.

6.2. The partner will obligate his employees and third parties to maintain confidentiality. The partner will immediately notify GEZE if he notices that his access data and/or information to be kept secret is obtained by an unauthorised third party or if confidential documents have gone missing.

6.3. GEZE reserves the right to take legal action in the event of a violation against these regulations, especially the misuse of specific partner access data.

6.4. The confidentiality obligation also applies after the end of the business relationship and is only void if the information received has been generally disclosed.

## **7. Liability and Data Protection**

7.1. If GEZE provides information via the supplier portal, the information has been carefully compiled by GEZE. Furthermore, GEZE is not liable for the availability or functionality of the supplier portal. The provided information is without obligation and is subject to possible amendment at any time.

7.2. GEZE observes the applicable laws on data protection and data security when using and processing personal data.

## **8. Final Clauses**

8.1. GEZE reserves the right to change these conditions of use at any time. Appropriate reference will be made to changes.

8.2. German law applies to contractual relationships under exclusion of the convention on contracts covered by the United Nations Convention on Contracts for the International Sale of Goods (CISG) from 11.04.1980.

8.3. Should one or more of the above provisions be or become ineffective or infeasible, this shall have no effect on the validity of the other provisions. The effective and feasible provision that comes as close as possible to the economic purpose of these general terms of purchase takes the place of the ineffective or infeasible provision. This applies correspondingly to regulation loopholes.

8.4. The exclusive court of jurisdiction for any disputes resulting from or in association with these conditions of use is Stuttgart.