

## Terms of Use of TENTE Supplier Portal

### 1. Scope

On its website <http://www.tente.com>, TENTE offers the service "Suppliers" with the menu item "Supplier Portal".

The portal is operated by TENTE-ROLLEN GmbH, Wermelskirchen. The cooperation with other TENTE affiliates is not affected hereby.

The following terms govern use of the Supplier Portal.

### 2. Access Requirements

Access to the protected areas of the Supplier Portal is limited to the suppliers appointed by TENTE who have to be registered before the first access.

In doing so, the supplier receives a user account and password from TENTE.

TENTE reserves the right to reject applications for access and/or to withdraw access rights subsequently.

### 3. Term and Extent of Access Rights

The right to use the Supplier Portal is limited to the authorized employees of TENTE and its affiliated companies as well as to authorized employees of suppliers designated by TENTE.

The above group of people is authorized to use the Supplier Portal exclusively in the scope of the existing business relations with TENTE or its affiliated companies. Regarding time and contents, use is limited to the performance of the respective contractual obligations.

Any use exceeding the above is excluded.

TENTE is authorized to specify term and contents of access rights as well as the general scope of services offered within the Supplier Portal.

### 4. Supplier's Duties of Care

The supplier has to ensure that the password is not disclosed to unauthorized third parties. If, however, the supplier recognizes that unauthorized third parties have notice of its password or if there is a suspicion of misuse of its access data, the supplier has to change its password immediately and notify TENTE thereof in writing.

In case of violation of these provisions, in particular in case of misuse of the access data, TENTE reserves the right to block the access rights and to take further legal measures.

The supplier further undertakes not to perform any activities which might entail a destruction or manipulation of datasets or IT systems of TENTE or its affiliated companies through the supplier or third parties.

### 5. Non-disclosure, Protection of Information, Data Protection

Notwithstanding other existing legal or contractual obligations regarding confidentiality and non-disclosure, the following shall apply without limitation of time and thus even after the end of use:

The supplier undertakes to keep strictly confidential all information on business secrets disclosed to the supplier in the scope of the contractual relationship. The supplier shall protect all information which require protection and are disclosed to the supplier in the course of using the Supplier Portal from disclosure to unauthorized third parties.

The supplier and TENTE undertake to observe all data protection provisions affecting them.

## **6. Trademarks**

Trademarks used in the scope of the Supplier Portal are protected under trademark law for the benefit of TENTE, its affiliated companies or third companies. This applies especially to trademarks, type designations, logos and emblems. Any unauthorized use or misuse of these trademarks is prohibited expressly.

## **7. License**

Any intellectual property such as patents, trademarks and copyrights included in the Supplier Portal is protected. Access rights are only granted insofar as and as long as this is required for proper use of the Supplier Portal. Furthermore, no license for use of the property of TENTE or its affiliated companies or third parties is granted.

## **8. Copyright**

Texts, images and graphics as well as demand of the latter in the Supplier Portal are subject to copyright and other protective laws. Access rights are only granted insofar as and as long as this is required for proper use of the Supplier Portal.

## **9. Final Provisions**

If modifications of these Terms of Use are required, TENTE will notify the supplier thereof correspondingly on its website <http://www.tente.com> under the menu item "Supplier Portal". If the supplier rejects to continue the contractual relationship of use on the modified conditions, the supplier will notify TENTE thereof immediately in writing. TENTE will then terminate the contractual relationship of use and delete the existing access rights.

Place of jurisdiction shall be the registered office of TENTE-ROLLEN GmbH. TENTE is entitled to choose the competent court of the place of residence of the supplier as an alternative.

The provisions of these Terms as well as the legal relationship of the parties is exclusively subject to the law of the Federal Republic of Germany.

Should individual parts of these Terms be or become ineffective, the remaining provisions shall not be affected thereby.