



Terms of Use for the utilization of AVL's Supplier Portal and for the participation in RFQs and auctions

I. General rules

1. AVL List GmbH („AVL“) operates a web-based supplier portal on <https://srm.avl.com> (“Supplier Portal“) using the ASTRAS software of Allocation Network (“AN“) where suppliers can register, maintain company data and submit offers for supplying goods or services at a specific price. As operator of the Supplier Portal AVL provides the technical resources for the use of the Supplier Portal for business contacts and interchanges on the Supplier Portal and makes the related applications available. The business contact itself takes place solely between the users of the Supplier Portal. AVL is not responsible for the information and data exchanged between the users in the context of the business contact. In addition to its function as operator of the Supplier Portal, AVL may also use the Supplier Portal as user. Suppliers may use the Supplier Portal free of charge until further notice.

2. Suppliers which have been registered on the Supplier Portal, which agree to be bound by these Terms of Use and which have entered their data in the Supplier Portal, as well as AVL's affiliates (“Affiliates“) can use the Supplier Portal and the applications available on this website.

3. The Supplier Portal is mainly used for requests for quotations and auctions (“Events“).

4. Only legal entities or natural persons aged over 18 which have been registered on the Supplier Portal and have identified themselves may participate in Events. Access data are necessary for the access to the Supplier Portal. AVL will provide the supplier with the access data after the registration process has been completed.

5. Suppliers are responsible for a technically adequate Internet access, especially with regard to security and performance.

6. Precondition for the use of the Supplier Portal is the supplier's declaration of consent to these Terms of Use.

II. Implementation of the Events

1. The reference time is the system time of the Supplier Portal.

2. The Events are invitations for submitting offers (invitatio ad offerendum) i.e. AVL or the respective Affiliate can decide at its discretion whether to accept a supplier's offer or not. Events are always non-binding. Contracts are not concluded on the Supplier Portal. A contract will be deemed legally effective only when AVL or the respective Affiliate accepts a supplier's offer by a binding purchase order which is not handled via the Supplier Portal.

3. The acceptance of AVL General Purchasing Conditions and/or non-disclosure-agreements can be a precondition for participating in Events and will be checked before participation in the Event.

4. A supplier's bid is considered as binding as soon as the supplier has confirmed it by clicking on the button “Place bid“. Verbal offers are not effective. An offer cannot be changed or withdrawn after submission. Obviously erroneous bids can be deleted by AVL or the respective Affiliate in agreement with the supplier.

5. A supplier's bid is considered as submitted in time – the decisive time being the system time – if it was entered into the Supplier Portal database within the specific valid time frame. The time required for



transmission of the data from the web browser of the supplier to the Supplier Portal's server is the responsibility of the supplier. Unless otherwise requested on the Supplier Portal, a supplier is bound to honor its offer for at least 3 months.

6. In the event of a malfunction of AN's system during a running Event, AVL or the respective Affiliate will notify the supplier by phone, e-mail or fax and specify further action.

7. If a supplier is unable to participate in the Event online for technical reasons mentioned before the supplier may, by exception, participate as a telephone bidder. The supplier shall identify itself to AVL or the respective Affiliate by its access data, shall submit its bid by telephone and shall confirm its bid by e-mail or fax. By doing this the supplier authorizes AVL or the respective Affiliate that one of their employees will place bids online in the name of the supplier. AVL and its Affiliates exclude any liability for supplier's damages which might occur as a consequence of a breakdown of the Supplier Portal's system or of the placing of bids in the name of the supplier.

8. An Event may be extended, paused, stopped and re-started by AVL or the respective Affiliate at its own discretion.

III. Obligations of the supplier

1. The supplier's employees who are authorized to submit binding offers undertake to treat the password sent to them to enable access to the Supplier Portal strictly confidential and to prevent any use by unauthorized persons or any use beyond the agreed upon purpose. The authorized employees shall inform AVL or the respective Affiliate immediately if they suspect any potential improper use.

2. By accessing the Supplier Portal the supplier accepts these Terms of Use. The supplier shall indemnify and hold harmless AVL and its Affiliates against all claims resulting from any violation of these Terms of Use by the supplier.

3. The supplier shall take all reasonable measures to prevent the infiltration of viruses, worms, Trojans, etc. at AVL and other users of the Supplier Portal. In the event of an infiltration of viruses, worms, Trojans, etc. caused by the supplier, the supplier shall inform AVL accordingly without delay.

4. Should the supplier violate the obligations set forth in the above paragraphs, AVL and the respective Affiliate are entitled to exclude the supplier from the Event. As far as can reasonably be expected of AVL or the respective Affiliate and provided the process is not affected thereby, AVL or the Affiliate shall first warn the supplier to desist from behavior in violation of the contract. Any claims AVL or the respective Affiliate may have for compensation shall remain unaffected thereby.

5. The supplier shall ensure that the supplier can be contacted by telephone, e-mail or fax during the run time of Events.

IV. Prohibited items for auctioning

1. Suppliers may only place goods or services on the Supplier Portal which are freely available to them and delivery of which would not contravene applicable law, especially foreign trade regulations. Third party proprietary rights must not be violated.

2. Should goods or services offered contravene applicable law or third party proprietary rights, AVL and the respective Affiliate are entitled to delete the supplier's offer. Claims for compensation from the supplier hence do not arise. The supplier shall indemnify and hold harmless AVL and its Affiliates against all expenses arising from such violation or infringement.

3. Contravention of applicable law or of third party proprietary rights may lead to termination without notice of or temporary exclusion of the supplier from access to the Supplier Portal.



V. Liability of AVL

Unless held responsible for intent, AVL and its Affiliates accept no liability whatsoever for damages of any kind arising from the supplier's use of the Supplier Portal. Any liability for indirect and/or consequential damages, including but not limited to loss of property or profit is specifically disclaimed.

VI. Data protection

AVL and its Affiliates store, process and use only personal data required for registration and identification of the supplier (the scope results from the respective input mask used for the registration) and exclusively for internal use and own purposes. This includes the transfer to one or more processors which use the personal data solely for internal use attributable to AVL and its Affiliates. AVL and its Affiliates process and use personal data only within the scope of applicable data protection law. Further information can be found in the AVL Privacy Policy at: <https://www.avl.com/web/guest/privacy-policy#generalinfo>

VII. Miscellaneous

1. AVL reserves the right to amend and update these Terms of Use at any time. The supplier will be notified about the existence of a new version of the Terms of Use by email and shall approve it accordingly on the Supplier Portal. All versions of the Terms of Use are dated and the relevant current version is binding for the respective Event.
2. Should individual provisions of these Terms of Use be or become fully or partially invalid, the remaining provisions shall remain valid. Invalid provisions shall be substituted by mutually agreed provisions, as closely as possible approaching the intended commercial success. The same applies to possible loopholes.
3. These Terms of Use are governed exclusively by the substantive Austrian Law. The provisions of the United Nations (Vienna) Convention on Contracts for the International Sale of Goods dated 11 April 1980 are not applicable.
4. The place of performance for all obligations arising from these Terms of Use is Graz/Austria.
5. The sole place of jurisdiction for all disputes arising from or in connection with the use of the Supplier Portal shall be Graz. AVL and its Affiliates are entitled, however, to bring an action against the supplier at the supplier's general place of jurisdiction.