

Onventis platform – conditions for the exchange of electronic business documents

1. General

The Onventis platform (hereinafter referred to as “**Onventis**”) is used jointly by several Techem companies (hereinafter referred to as “**Techem companies**”). Onventis serves to improve correspondence between the Techem companies and their Suppliers (hereinafter referred to as “**Supplier/s**”). The Techem companies operate Onventis under <https://psp22.onventis.com>.

2. Scope and registration

a) These conditions for the exchange of electronic business documents (hereinafter referred to as “**BAGs**”) regulate the legal and organisational framework conditions for the use of Onventis for the exchange of electronic business documents between the respective Techem company and its Suppliers as well as the processes to be adhered to during the course of this. The BAGs are only valid if the Supplier is an entrepreneur, a legal entity under public law or a special fund under public law. The use of Onventis takes place exclusively based on these BAGs and is free for the Suppliers. Prior to the use of Onventis, the Supplier must register it.

b) The BAGs are valid in the respective current version published on the homepage www.techem.de/procurement for all exchanges of business documents implemented on Onventis. The Supplier’s terms of business are not valid. With initial registration for the exchange of electronic documents via Onventis, the Supplier recognises the then current BAGs, the updated versions are respectively recognised by using Onventis.

c) The Techem companies will draw the Suppliers’ attention to any changes to the BAGs via a separate notification when logging in to Onventis. In as far as Suppliers do not object to the changed version in writing within 14 days of receipt of the information, the changed version is deemed approved. The Suppliers must again confirm the changed BAGs.

d) Onventis provides exclusively the technical infrastructure for doing business. If business is done via the platform, this generates legal effects only between the participants in the concrete transaction. Exclusively the contractual agreements (framework contracts, basic contracts, General Terms and Conditions and similar) made between the parties to the business are valid for the realisation, contents and terms of this transaction.

e) The registration of the Supplier for the use of Onventis takes place via the registration link: <https://pspXXXXX> or sending of the login data by the respective Techem company. The Supplier guarantees the correctness and completeness of the data entered by him when registering. With registration, the Supplier confirms that he acts as an entrepreneur pursuant to § 14 BGB [German Civil Code], that is to say in his commercial or vocational work. The Techem companies expressly reserve the right to refuse individual Suppliers registration for Onventis. The Supplier has no entitlement to register for and use Onventis.

f) The Techem companies reserve the right to delete registered Suppliers from Onventis as well as individual data transmitted by them at all times and without specifying the reasons and to block access to

Onventis. The Techem companies are also entitled to stop using Onventis completely and at all times.

g) All Suppliers can apply in writing for deletion of the Onventis registration as well as all data provided for the use of Onventis. Deletion of the registration and data takes place without delay in as far as it does not prevent the processing of current contractual relationships.

h) After successful registration on Onventis, the Supplier receives access data from the respective Techem company and can henceforth use Onventis. The Supplier ensures that this access data does not become accessible to third parties and is liable for all orders placed and further activities using this access data. As soon as the Supplier gains knowledge that a third party is abusing the access data, he is obliged to inform the respective Techem company without delay of this in writing. Following receipt of the notification, the Supplier’s Onventis access is blocked. Removal of the block is only possible after re-registration of the Supplier.

3. Process description “Exchange of business documents”

a) The Supplier and the respective Techem company exchange electronic business documents such as orders via the electronic transfer means / protocol e.g. E-mail, ftp, etc. agreed within the course of registration. The Onventis data exchange formats are equivalent to the common industry standards.

b) The electronically transmitted documents are legally binding and declarations they incorporate depict declarations of intent in the legal sense. Contractual rights and duties between the parties can be explained via matching declarations of intent submitted in this manner.

c) The Supplier is obliged to check orders or order changes on Onventis without delay.

d) Notifications received must be processed without delay. A notification is deemed to have been received by the respective recipient if no error has occurred during transmission of the notification which is visible for the sender, unless the recipient can prove that he has not received the notification. If the recipient receives illegible or incomprehensible notifications, he must inform the sender without delay.

e) Abusive use of Onventis must be refrained from. In particular, the Supplier must refrain from all attempts to access data from other Suppliers which is not open to the general public on Onventis.

f) All Onventis content is copyright protected. The respective Techem company grants the Supplier a non-exclusive and non-transferrable right to use any information available on Onventis to the extent required for business purposes, for example to submit an offer.

4. Encryption

The use of encryption technologies can be agreed extra and is expressly wished for by the Techem companies.

5. Viruses

The Techem companies always make efforts to keep Onventis virus-free. Independent of this, the Techem companies do not guarantee freedom from viruses. The Supplier is obliged to check all incoming and outgoing messages with a current virus scanner and, if applicable, to inform the respective Techem company of malicious files. For their own protection and in order to hinder viruses on Onventis, the Suppliers will establish sufficient safety mechanisms.

6. Error message

No matter what kind of problems are incurred in connection with the exchange of business documents, they must be informed to the purchaser (i.e. the Techem company which placed the order) without delay.

7. Confidentiality/Secrecy/Data protection

a) The information received within the scope of the use of Onventis must be treated confidentially by the parties. All not apparent commercial and technical information which becomes known within the scope of contractual cooperation and the use of Onventis must also be treated confidentially after termination of the cooperation.

b) The parties oblige their employees and vicarious agents in writing to adhere to this confidentiality ruling and to adhere to data protection.

c) Further-reaching confidentiality agreements in the respective contractual rulings remain unaffected.

d) When collecting, using and processing possibly personal Supplier data, the respective Techem company observes the applicable laws on data protection and data safety. The Supplier expressly agrees to the storage and use of the data provided by him by the Techem companies within the context of the operation of Onventis. In particular, the Techem companies are entitled to use the data provided by the Supplier for purchasing purposes, including the processing of contractual relationships, to process it and to make internal comparisons of this data with data from other Suppliers.

8. Warranty, Liability

a) The Techem companies assume no warranty or liability whatsoever for the functionality, freedom from defects or availability of the platform or for further technical devices used to transmit data. The Techem companies try to ensure the reliability and accuracy of the information received on Onventis to the best of their knowledge and belief.

b) The Techem companies are also not liable for the correctness, actuality and completeness of the information transmitted via Onventis. The data provided is non-binding, subject to reservation to changes at all times and solely serves as Supplier information.

c) Moreover, the liability of the Techem companies is limited to:

- a. Intent and gross negligence of their bodies and management staff as well as their vicarious agents
- b. Culpable injury of major contractual duties
- c. Injury to life, limb or health

In case b., the scope of liability is limited to foreseeable damages typical to the contract. The above limits do not apply in case of fraud or an issued warranty.

9. Severability clause, place of jurisdiction and applicable law

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a) If individual provisions of these BAGs be or become ineffective and/or unenforceable, this does not affect the effectiveness of the remaining provisions. The parties shall without delay replace the ineffective or unenforceable provision/s by another/others meeting as closely as possible the economic purpose of the ineffective or unenforceable provision/s. The equivalent is valid in case of any omissions.

b) German federal law is valid for these BAGs under exclusion of UN Sales Law.

c) The place of dispute for all disputes arising from or in connection with these BAGs is Frankfurt am Main, Germany. This is not valid for disputes in connection with business processed by Onventis. For such disputes, the place of jurisdiction is determined exclusively in accordance with the respective contractual rulings between the parties involved in the individual business transaction or in the absence of such a ruling in accordance with the provisions of law.

10. Partners

The current Techem companies' partner is Onventis GmbH. If the partner is changed, the respective Techem company will inform the Suppliers in good time. The items named above remain unaffected by this change. Onventis GmbH will do its best to always keep Onventis functional and available.

As of: January 2019