



TERMS OF USE

These TERMS OF USE between ANDRITZ AG, Statteggerstraße 18, 8045 Graz, Austria including its Affiliates (Andritz) and the Supplier governs the access and use of the ANDRITZ SRM (Supplier Relationship Management) system (the “System”) by the Supplier. Andritz and Supplier are hereinafter referred to individually as a “Party” and jointly as the “Parties”.

1 SCOPE OF TERMS OF USE

- 1.1 The subject of these “Terms of Use” is to establish the framework conditions for the electronic transfer of Data, from a computer under the control of one of the Parties to the System between Andritz and the Supplier (hereinafter also the “Purpose”).
- 1.2 In this context “Data” means information of any kind exchanged within the scope of an existing or future supply relationship between the Parties, including but not limited to purchase orders, order confirmation, material certificates, bills of delivery, transport documents, credit notes, delivery forecasts, delivery schedules, debit notes, invoices, specifications, technical requirements and amendments of the aforesaid documents.

2 THE SYSTEM

- 2.1 In order to facilitate communication Andritz may grant, at Andritz sole discretion, Supplier access to an Andritz secure System, i.e. an information technology tool currently based on technology provided by JAGGAER Austria GmbH (formerly Pool4Tool), available through an URL (uniform resource locator) specified by Andritz. Andritz may use the System to exchange Data with Supplier, by providing login details, user name and password to Supplier’s personnel nominated by Supplier (“Supplier Personnel”). Supplier acknowledges and agrees that such System may be operated by a third party, which is hereby authorized by Supplier to store and transmit Data and other information provided by Supplier through the System and such information provided by Andritz related to Supplier’s Data and other information.
- 2.2 Unless otherwise instructed by Andritz, Supplier shall use the System to communicate with Andritz, including but not limited to (i) receiving and confirming Purchase Orders, (ii) Request for Quotations, Request for Information, Questionnaires, an electronic exchange of documents (e.g. certificates, confirmations), (iii) any other communication as enabled through the System by Andritz. Supplier shall not use the System for any other purpose, except as expressly provided herein, and shall make sure that login details are only employed for such legitimate use.
- 2.3 Andritz may change at any time the appearance, content, format, medium or means of access to the System or revoke Supplier’s access to the System, at Andritz sole discretion. Supplier acknowledges that the System is subject to third party intellectual property rights and will comply at any times with such rights.
- 2.4 Supplier acknowledges that the language of the System is English and agrees to make sure Supplier Personnel possess necessary language skills to understand and use the System. Supplier further agrees that it will not be excused from performing any obligations or from any contractual breach as a result of or in relation to any language barriers.

3 REGISTRATION AND SET-UP PROCESS, DATA PROTECTION DECLARATION

- 3.1 Supplier shall ensure that only Supplier’s authorized representatives (“Supplier Personnel”)



- have access, use and communicate with Andritz via the System.
- 3.2 Supplier acknowledges and agrees and shall cause Supplier Personnel authorized to use the System to acknowledge and agree that Andritz may keep a log of names and login credentials together with the internet protocol addresses (“IP”) / media access control address (“MAC address”); name, IP and MAC address herein together referred to as “General Protocol Data”) of any devices from which the System is accessed, the times when they have accessed the System and the activity associated with such access, for the purpose of recording and documenting the use and upload of Data, to ensure system security, analysis and correction of technical errors, optimization of the System (e.g. related to capacity management, speed of data transfer or otherwise), documentation of the appropriate use of the System in accordance with the law and these Terms of Use and investigation and clarification of any alleged or actual misuse of the System, also in case of legal proceedings in accordance with Clause 15. Such Data may be stored by Andritz for no longer than three (3) years, provided that no applicable laws or regulations require or permit an extended storing time or require an earlier deletion. Supplier and Supplier Personnel may reasonably request from Andritz to disclose which Data related to them has been stored at any time in accordance with the applicable law. In general Andritz shall store and process Data provided by Supplier for as long as necessary. Supplier’s Data is processed in our mutual interest in order to establish and extend the business relationship between the companies. Supplier’s data will be visible to the staff in the Andritz procurement department in particular, as well as to sales and project execution teams, and occasionally to other ANDRITZ GROUP employees as necessary. Supplier is entitled to ask what type of personal data Andritz are processing and why. In addition, Supplier is entitled to request that any wrong data be corrected or that specific Data be permanently deleted or restricted for processing or transfer to third parties, or to formally object to their further processing. Should Supplier believe that the processing of Supplier’s Data is illegal, Supplier may file a complaint with the competent authority. Andritz shall assume that Supplier has read this clause and agrees to this procedure if Andritz does not receive any formal objection thereto in writing.
- 3.3 Supplier shall be obliged to carry out technical modifications that may become necessary due to further development of or adaptation to the electronic document management, insofar as they do not require an unreasonable expenditure at Supplier’s cost. In particular, adaptation to customary technical standards with regard to software area shall be deemed reasonable in any case.

4 SUPPLIER’S OBLIGATION

- 4.1 The Supplier shall ensure that all its Supplier Personnel comply with these Terms of Use.
- 4.2 The Supplier shall use all reasonable care and skill in performing its obligations under these Terms of Use.
- 4.3 The Supplier shall provide its Supplier Personnel with the equipment and software needed to access and use the System.
- 4.4 In particular, the Supplier agrees that it will not:
- 4.4.1 manipulate any information supplied on the System in a manner that would lead to inaccurate, misleading or discriminating presentation of information being displayed;
 - 4.4.2 post, transmit or disseminate any information on or via the System which is or may be



- harmful, obscene, defamatory or otherwise illegal;
- 4.4.3 use the System in a manner which causes or may cause an infringement of the rights of any other; and
- 4.4.4 use any software, routine or device to interfere or attempt to interfere electronically or manually with the operation or functionality of the System, including uploading or making available files containing corrupt data or viruses via whatever means.
- 4.5 The Supplier represents and warrants that:
 - 4.5.1 Supplier shall only upload information in accordance with applicable laws for which it has the necessary rights. Andritz shall not be responsible with regard to Data provided by Supplier, its accuracy, completeness, validity, and consistency or otherwise. Supplier hereby grants Andritz, its Affiliates and their third-party providers a royalty-free, perpetual, worldwide, irrevocable license to use the uploaded information and any other Data made available to Andritz under these Terms of Use and any amendments thereto. Supplier shall not disclose any Data or any other information provided by Andritz hereunder to any third party, except as expressly authorized by Andritz in advance.
 - 4.5.2 all information it provides will be accurate and complete and shall accurately represent the Supplier's capabilities.
- 4.6 Supplier is solely responsible for the selection, implementation and maintenance of appropriate security products, tools, tests and procedures to protect and safeguard its programs and Data from improper or unauthorized access, loss, alteration or destruction.
- 4.7 Andritz excludes any responsibility for the security of the information which may be transmitted or received using the System or located on any equipment utilizing the System.
- 4.8 Supplier acknowledges its responsibility for keeping any login data, user names, and passwords provided by Andritz to Supplier with respect to the System secure and in confidence, and represents and warrants that such login data, user names and passwords will be treated as confidential information, and only be passed on to and used by such Supplier Personnel who is authorized to represent and provide legally binding statements and declarations on behalf of Supplier. Supplier and Supplier Personnel shall not execute any activity that may be associated with System penetration, stealth scans, other information gathering activity or any other activity beyond the Purpose.
- 4.9 The Supplier must immediately inform the Customer Support in the event that a Supplier Personnel leaves its employment or no longer requires access to the System for any other reason.
- 4.10 Supplier shall defend, indemnify and hold Andritz harmless against any and all claims, losses, cost and expenses arising out of or in connection with any breach of these Terms of Use or any amendment thereto by Supplier.

5 COSTS AND EXPENSES

All costs and expenses incurred because of the use or in relation to accessing or otherwise preparing for the use of the System, including, but not limited to purchase costs of hardware equipment or software, contractual service fees with internet service provider(s), and communication costs and expenses, shall be solely borne by the Supplier.



6 INDEMNIFICATION AND LIABILITY

Andritz provides the System on an “as is basis” without any warranty. Supplier understands and agrees that in no event shall Andritz be liable to Supplier or any third party for any losses or damages arising from or in connection with the use of the System by Supplier. Andritz does not give any warranty in respect of use of the System by Supplier, whether express or implied warranty of accuracy, free from any defects, availability, uninterrupted operation or reliability. To the furthest extent permitted by law Andritz excludes its liability to compensate Supplier (whether or not Andritz is or was negligent) for any direct or indirect loss or damage, loss of profit, revenue, time, anticipated savings or profit or revenue, opportunity, data, use, business, wasted expenditure, business interruption, loss arising from disclosure of confidential information, loss arising from or in connection with use of the System or a failure, suspension or withdrawal of all or part of the System at any time or damage to physical property or for any other similar loss that may arise in relation to these Terms of Use and the use of the System, and whether or not Andritz was advised in advance of the possibility of such loss or damage.

7 CONFIDENTIALITY OBLIGATIONS

- 7.1 Supplier agrees that any Data, which may be uploaded by Andritz to the System or transmitted to the Supplier otherwise pursuant to these Terms of Use and any amendments thereto, is deemed to be confidential information of Andritz. The Party accessing or receiving such information shall use it only for the purpose of these Terms of Use and shall not disclose any such information to any third party without the express written permission by Andritz.
- 7.2 Furthermore Supplier is solely responsible for compliance with applicable data protection or privacy laws and regulations. The basic principles relating to data processing and data storage must be complied with. With regard to the confidentiality of electronically transmitted Data, the same principles apply as for Data transmitted in any other way. Data and information must be protected in all computers against unauthorized access. Supplier shall ensure that only such Supplier Personnel has access to Andritz’ information which has a need to know for the Purpose.

8 NOTIFICATION REQUIREMENTS AND RESPONSE TIME

A Party shall be deemed to have received Data as soon as the Party is able under normal circumstances to take notice of the Data, after upload of the respective file(s) to the System by the respective other Party. In any case, receipt of Data provided by Andritz shall be deemed to be effective when the Supplier is informed by e-mail automatically sent that new Data are available on the System. The Data transmitted by using the System shall be acknowledged by the receiving Party within one (1) working day. Supplier is required to timely check the System as soon as it is notified by e-mail of new Data and is encouraged to frequently check the System and at least once per working day even if it does not receive any e-mail notification of new Data. The time stamps recording once new Data becomes available or is modified on the System are sufficient to prove that Supplier is able under normal circumstances to take notice of the Data within one (1) working day.



9 MODIFICATIONS AND ADDITIONS

In case of any change(s) of these Terms of Use provided on the System upon its first log-in to the System following such change(s) Supplier will be notified of the change(s) and will be prompted by the System, to accept them Supplier will be able to continue using the System only upon acceptance of the changes made by Andritz given via the System.

10 APPLICABLE LAW

These Terms of Use and any amendments thereto shall be governed by and construed in accordance with the laws of Austria, without regard to its conflict of laws principles.

11 ARBITRATION

Any dispute, controversy or claim arising out of or in relation to these Terms of Use, including the validity, invalidity, breach or termination thereof, shall be resolved by arbitration in accordance with the Rules of the Vienna International Arbitration Centre ("VIAC") in force on the date on which the Notice of Arbitration is submitted in accordance with these Rules. The number of arbitrators shall be one. The seat of the arbitration shall be Vienna, Austria. The arbitral proceedings shall be conducted in English.