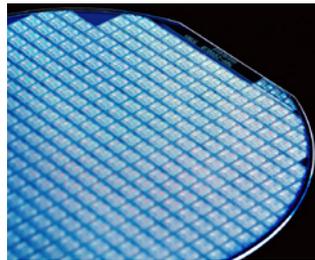
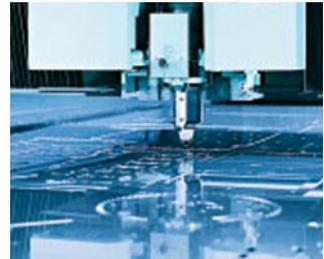


TRUMPF



**TRUMPF supplier portal
General terms of use**



1. Applicable rules

TRUMPF GmbH + Co. KG (hereafter referred to as "TRUMPF") runs the TRUMPF supplier portal for itself and for affiliated companies under the following domain:

[https:// www.pool4tool.com/portal/trumpf](https://www.pool4tool.com/portal/trumpf)

Using the supplier portal, TRUMPF makes available a web-based platform through which TRUMPF and its suppliers exchange information and documents, and process business procedures. Purchasing procedures, including, among other things, order processing, the generating and sending of vendor ratings, complaint processing and invoice processing, are executed automatically using this supplier portal. The exchange which is required for the initial approach to agreements and for their implementation should become quicker and more efficient because of this. In doing so, the parties agree that the declarations of intent conveyed through the supplier portal are just as legally binding as other forms of declarations of intent rendered e.g. by letter, fax or telephone.

The use of the TRUMPF supplier portal can only be done based exclusively on the General terms of use. The individual contractual agreements and the [TRUMPF Einkaufsbedingungen \(TEB\)](#) constitute the basis for the doing of business between TRUMPF and the supplier.

2. Registration, password

The use of the TRUMPF supplier portal is only possible for registered suppliers. For this, the suppliers receive a special request with further explanations concerning registration.

In the framework of the registration the supplier is obliged to provide complete and true information and upon any later change of the matters concerned, to notify TRUMPF thereof immediately. It is especially important that the supplier informs TRUMPF when the right of representation of the employees authorized by the supplier for access to the TRUMPF supplier portal becomes void.

Every supplier receives a password generated by the system and a user acknowledgement for the use of the portal. The supplier is to ensure that the user identification and the passwords are kept secret. After successful registration, the supplier receives a confirmation per e-mail.

Upon his first access, the supplier changes his password sent from TRUMPF to one that only he knows. The access data enables the supplier to see and change his data. The supplier can allocate rights of use and reading to his employees. The employee who performs the registration is entered as the administrator, and can process further contact persons.

The supplier is to ensure that third parties do not gain access to access data and is liable for all of the orders and other activities performed using that access data, if he is unable to prove that this data became known to a third party without his involvement. After every time in which a password-protected area has been used, the program is to be exited using a logout. If the supplier finds out that an unauthorized third party has gained knowledge of access data or has misused the access data, the supplier is obliged to inform TRUMPF of this immediately in writing. Upon receipt of this information TRUMPF will block access to the password protected area through this access data.

The supplier is to ensure that the receipt of e-mails is possible at the e-mail address he provided. He is especially obliged to ensure that the address data etc. given by him is always accurate.

TRUMPF reserves the right to reject applications for registration based on objectively justified reasons or to belatedly revoke access right, especially if the supplier submits incorrect or confusing data or there is evidence to that effect.

3. Costs

The availability and use of the portal is provided free of charge for the supplier. The expenses incurred by the suppliers and users in the framework of the use of the portal, and particularly those for internet use, one's own administration and the procurement of the appropriate hardware and software are not reimbursed by TRUMPF.

4. Authorization of use

The right to use the supplier portal is limited to authorized employees of companies in the TRUMPF Group and to authorized and properly registered employees of the supplier. This group of people may use the TRUMPF supplier portal exclusively in the framework of the existing business relationship and on the basis of the terms of use. TRUMPF can expand, supplement, replace or modify these through further conditions and can determine the general scope of services offered in the framework of the TRUMPF supplier portal.

TRUMPF grants the supplier a non-exclusive, non-transferable and limited right to use the content, information and documentation made available and placed in the supplier portal to use in the scope agreed upon or, in case there is no specific agreement, according to the intended purpose pursued by TRUMPF in relation to the availability and placement of content, information and documentation. There are no intellectual property right granted in the content. TRUMPF reserves all of the rights which are not expressly conferred.

5. Obligations of the supplier

The supplier is obliged to comply with all of the present terms of use. The supplier must in turn oblige the administrator and the other users to comply with the terms of use.

The supplier may only appoint natural persons with the corresponding qualifications as administrator and users. He must grant them the power of representation for the issuing and acceptance of declarations of intent.

The administrator of a supplier is responsible for the registration, continual updating or blocking of his users on the TRUMPF supplier portal

It is not allowed to work around security precautions of the portal or to run applications relating to or in the portal itself. Access to the portal is permitted exclusively by means of the login which is personally granted to the respective user. The user is furthermore obliged to refrain from all activities which could lead to a destruction or manipulation of the TRUMPF stored data or IT systems caused by him or a third party.

TRUMPF takes no responsibility for the supplier data transferred by the supplier. The supplier absolves TRUMPF, upon first request, of all claims and demands of third parties which third parties raise against TRUMPF in association with supplier data.

6. Contract conclusion

For all contracts, especially for the respective conclusion of contract, which TRUMPF concludes as buyer or purchaser by means of the TRUMPF supplier portal, the TRUMPF conditions of purchase valid at the time of conclusion apply, unless otherwise agreed. Access to the order or to the delivery schedule is enabled by the supplier's opening of the order document (pdf).

The contact text is available (also to be downloaded) in the portal for a limited time in the form of the order and the TRUMPF conditions of purchase (TEB).

The conclusion of the contract can be made in German or English, as preferred.

7. Liability

TRUMPF maintains the TRUMPF supplier portal with the necessary care. However, TRUMPF can assume no liability for the availability and quality of the supplier portal or for the freedom of error and accuracy of the information which is placed on it.

The information in the supplier portal is subject to change at any time, be it in terms of technology or of price/commercial aspects. Binding statements can only be given as response to specified enquiries. Because of the non-legally-binding nature of the information, TRUMPF is exempt from any liability for the correctness of this information.

If the supplier retrieves data via the TRUMPF supplier portal, and if he can, through the exercise of care which is necessary in business dealings, recognize that incorrect or incomplete data has been placed there, he is to inform TRUMPF of this immediately in written form. If the supplier deliberately refrains from giving this information, TRUMPF is not liable for the damages incurred as a result of this.

TRUMPF is not liable, except in cases of willful intent or gross negligence, for damages, irrespective of the legal basis, which occur due to the use or impossibility of use of the TRUMPF supplier portal or due to any hardware or software errors of the TRUMPF supplier portal or for a loss of data which results from these or for other resulting damages which occur in the system of the user, irrespective of the legal basis. The freedom of viruses, in particular, cannot be guaranteed. Because of this, the supplier is to arrange for appropriate protective devices and virus scanners before downloading information and data. The downloading of information and data or receipt of these through other means through use of the TRUMPF supplier portal is done at one's own risk.

8. Data protection / non-disclosure / copyright

In order to enable the registration of suppliers and their access to the TRUMPF supplier portal, the collection, processing and use of personally related data is necessary. In doing so, TRUMPF observes the applicable data protection regulations. **Our data protection declaration applies.**

The supplier expressly consents to the continuous storing and use of the data he has provided by the companies of the TRUMPF Group for all of the purposes in the framework of the supplier portal operation.

The supplier is obliged to handle as confidential all of the information and knowledge of company secrets received in the framework of the user relationship. The supplier is to ensure that all information gained in the context of the use of the supplier portal does not become available to unauthorized people.

The texts, graphics and drawings as well as their arrangement on the supplier portal are subject to copyright protection and other protection legislation. The content of the portal may not be copied, distributed, modified or made accessible to third parties. The drawings contained in the

supplier portal can be subject to the copyright of third parties. TRUMPF gives no guarantee that the content is free of the rights of third parties. The use of this information to its admissible purposes is done at one's own risk.

The rights of use are granted only to the degree and as long as is required for the legal use of the supplier portal.

9. Other provisions

If modifications of these General terms of use are required, TRUMPF will inform the supplier of this on the portal sites and offer him the possibility of continuing the user relationship with the modified terms. If the user does not accept the modification, TRUMPF will terminate the user relationship and delete the existing access rights.

10. Applicable law and place of jurisdiction

German law applies to these General terms of use and all of the obligations which arise from them, under exclusion of the conflict of laws provisions and the United Nations Convention on Contracts for the International Sale of Goods (CISG) or parts thereof.

The place of jurisdiction is the site of the TRUMPF company placing the order. TRUMPF reserves the right to file a complaint at any other place of jurisdiction.