

§ 1 Scope of application

(1) The following terms and conditions apply to all users, i.e. companies, institutions, sole proprietorships etc., who commission the BME

a) to create database entries including company presentations or to place them on the sourcing and B2B platform;

b) with the use of BME Matchmaking Services.

These General Terms and Conditions are supplemented by the terms of use.

(2) We do not accept any conflicting or deviating terms and conditions of the customer unless we have expressly agreed to their validity in writing. Our General Terms and Conditions shall also apply to all future transactions with the customer in the version valid at the time of the last conclusion of the contract.

§ 2 Subject matter of the contract

(1) BME net GmbH (hereinafter referred to as "BME") operates the BME-OpenSourcing portal at www.bmeopensourcing.com as a comprehensive directory of suppliers focusing on procurement services as well as in selected product groups and international procurement markets and for BME Matchmaking Services.

(2) The following General Terms and Conditions apply to all customers of the portal www.bmeopensourcing.com and the services offered on this portal. Users are understood to be all customers who place entries in the supplier directory on the sourcing and B2B platform www.bmeopensourcing.com or commission the publication of such entries and use BME Matchmaking Services.

§ 3 Conclusion of contract

(1) Via the sourcing and B2B platform www.bmeopensourcing.com, users have the opportunity to book advertisements (incl. company presentation) in the form of an entry in the portal at www.bmeopensourcing.com, to participate in BME benchmark surveys or to use BME Matchmaking Services.

(2) By sending the order of an entry via the sourcing and B2B platform www.bmeopensourcing.com by clicking the button "Registration as supplier" under the described service package, you as a customer place a legally binding order. Accordingly, contracts between the customer and the BME are already concluded when the BME receives the order of the BME-OpenSourcing portal placed via the BME-OpenSourcing portal from the user in electronic form.

(3) By clicking on the button "Registration for BME Matchmaking Services", you as a customer make a declaration to register for the BME Matchmaking Service. Registration for BME Matchmaking Services is generally free of charge. The chargeable commissioning of individual services is carried out separately via a separate order.

(4) For entries in the databases and for the use of the BME Matchmaking Services, the prices currently shown for the service on the sourcing and B2B platform www.bmeopensourcing.com apply in accordance with the currently binding price list of the BME, which the user can also request from the BME on request.

§ 4 Invoice and payment modalities

(1) The invoice is issued upon completion of the order process or fulfillment of the order previously placed in writing, unless otherwise agreed in an individual contract. BME reserves the right to demand advance performance. The payment is due 14 days after the invoice date without deduction.

(2) In the event of default in payment, the statutory provisions shall apply. In addition, the BME is entitled to claim a lump sum for default amounting to 40,- € (Section 288 para. 5 of the German Civil Code (BGB)). In the event of default in payment, BME may postpone the publication of individual service elements until full payment has been made. This does not apply if the user has a right of retention.

(3) All prices are quoted exclusive of the statutory value added tax applicable at the time of invoicing.

§ 5 Placement of database entries

(1) The contracts for the placement of database entries on the sourcing and B2B platform www.bmeopensourcing.com are concluded for 1 year. A prior ordinary termination is not possible for either party. The extraordinary termination for good cause remains unaffected. The contract shall be extended by a further year in each case unless it is terminated in writing two months before expiry.

(2) The database entries on the sourcing and B2B platform www.bmeopensourcing.com are entered by the user itself after registration in the BME-OpenSourcing portal and can be changed by the user at any time.

(3) Indexing, categorization, title and advertisement text of the database entry must be related to the database entry shown in the advertisement.

(4) A database entry must contain the company name and description, a service description, the user profile and the location of the user.

A database entry can be published in German and English language versions.

§ 6 Service specification

(1) BME maintains a directory of suppliers in the sourcing and B2B platform www.bmeopensourcing.com. Users can publish their company profiles or services in this directory for a fee. With activation the user publishes these services in the portal BME OpenSourcing.

(2) The BME maintains the BME Matchmaking Services section on the sourcing and B2B platform www.bmeopensourcing.com. After registration, users can order BME Matchmaking Services for a fee.

(3) The access to the sourcing and B2B platform www.bmeopensourcing.com is personal and exclusively for the user's own use. Access to the database may not be passed on to third parties. Access for the purpose of canvassing customers is not permitted... BME reserves the right to prosecute any violation of this provision immediately and without prior warning.

(4) Certain functionalities are available to the user. This service does not include data backup for the user. Data can be removed or deleted from the back office at any time without prior notification. If a customer deletes its entry in the BME-OpenSourcing portal, it is automatically deleted from the database for data protection reasons.

§ 7 Obligations of the user

(1) The user has to act in accordance with the legal regulations, laws for the protection of third parties and morality.

(2) The user undertakes to duly provide the source information for the photos used in accordance with the legal requirements. If the user violates statutory provisions, in particular the obligation to indicate the source, it shall indemnify BME against all liability claims of the entitled parties.

(3) In particular, the user undertakes not to pass on personal data of other suppliers registered on the platform, to treat such data confidentially and to comply with all data protection regulations. Should the BME be requested by a user to delete its data, BME shall immediately delete all copies, files or data belonging to the user.

(4) All losses, costs, claims, damages and other expenses incurred to BME by the user shall be borne by the user, unless BME is responsible for them.

(5) The user details are provided exclusively by the users themselves, so that the BME cannot guarantee their completeness, correctness, care or availability. Nor does the BME guarantee a certain number of responses from interested parties.

(6) The user may only store, use and disclose the answers of interested parties in accordance with the relevant data protection laws. BME reserves the right to block the user's access in the event of non-compliance.

(7) The customer is aware that special rules apply to the transfer of data outside the area of application of the European Union. Such a data transfer usually requires the consent of the interested party - even within a group of companies.

§ 8 Subject matter of cooperation

(1) BME-OpenSourcing strives to constantly optimize the response to database entries of users and to increase the quantity and quality of retrievable requests.

(2) Insofar as BME-OpenSourcing has received the user's e-mail address in connection with the order, BME is entitled to send the user information on the ordered and similar services or activities of BME by e-mail. The user can object to this at any time, informally and free of charge by e-mail to BME with effect for the future. BME will inform about the right of objection in each e-mail.

(3) The user undertakes to provide BME in good time with all information and documents required and expedient for the publication of database entries including company presentations and the use of the BME-OpenSourcing portal. This includes in particular the delivery of advertising texts and layouts in digital form. This also includes that the customer informs the BME immediately if one of the service elements ordered by the customer is no longer up-to-date. The user is also responsible for the duties of cooperation described above. If these prerequisites are not fulfilled in time, any deadlines for the provision of services on the part of BME shall be extended accordingly.

(4) The user ensures a smooth inbox for e-mails from BME or the BME-OpenSourcing portal and sets up BME as a "trusted server" in this context. This is to prevent requests sent to the user via the BME-OpenSourcing form from being filtered by the user's own spam filter. The same applies to any contractual communication.

(5) BME reserves the right not to execute orders placed by the user or to remove services already published on the Internet if the content to be published violates legal requirements, official prohibitions, the rights of third parties or morality or violates the General Terms and Conditions of BME ("Illegal Content"). The same applies insofar as links to service elements are set on behalf of the user which lead directly or indirectly to pages with illegal content. The payment obligation of the user remains unaffected by this. BME is obliged to remove such inadmissible content only within the framework of the statutory provisions and at the request of the user. If claims are asserted against BME due to illegal content or other violations of the law for which the user is responsible, the user shall

indemnify the BME upon first request. The exemption shall cover necessary costs of legal proceedings.

(6) The following applies in particular to the published content:

a) Websites which are named or sent to BME for linking must comply with the minimum legal requirements and in particular contain a legal notice which complies with the legal principles and those developed by the jurisdiction.

If these requirements are not met, the contents shall be deemed illegal content with the consequences of § 7 para. 5.

(7) BME assumes no responsibility for data material, advertisement texts or storage media delivered to the BME-OpenSourcing portal and is in particular not obliged to store these or return them to the user.

(8) BME shall be entitled to involve vicarious agents.

(9) The user shall configure its own infrastructure in accordance with the respective state of the art in such a way that it is neither the goal nor the starting point of disruptions that are suitable to impair the Internet service offered by BME or generally a smooth and faultless network operation.

(10) The user guarantees that all own contents or parts thereof published by him in the portal BME-OpenSourcing or handed over to the BME for publication are free of the rights of third parties. The user shall, upon first request, compensate BME for any damages incurred by the user as a result of a violation of this provision.

(11) Performance elements published or used on pages that are not operated by BME may be subject to additional restrictions and requirements in addition to these GTC. We would like to point out that certain legal requirements and prohibitions for supplier databases may also exist in other countries. These must be adhered to. We will be happy to provide concrete information on further requirements and restrictions for pages not operated by BME on request.

§ 9 Copyrights

(1) The use of the BME-OpenSourcing portal does not imply any transfer of ownership or usage rights, licenses or other rights to the user. All rights to the portal used, to trademarks, titles, brands and copyrights and other industrial property rights remain with BME without restriction.

(2) All work results and information published by BME are subject to the copyright of BME. Only those work results and information published by BME which have been created by the user or a third party and which have been adopted by BME unchanged for publication on the Internet are excluded from this.

(3) Upon placing an order for the publication of advertisements, BME shall acquire the sole database rights to the user's advertisements published by BME.

(4) The user bears the sole responsibility under press law, competition law and other law for the contents delivered by it for publication.

(5) By placing the order, the user confirms that it has acquired or can freely dispose of all rights of use to the documents and data provided by it that are necessary for posting in the portal.

§ 10 Warranty, defects

(1) BME guarantees the implementation of the database entry commissioned by the user and to be published in the BME-OpenSourcing portal in accordance with the usual technical standards. BME does not owe the success to the conclusion of contracts with potential interested parties or the actual finding of potential new interested parties.

(2) Warranty claims do not exist in case of only insignificant deviation from the agreed quality nor in case of only insignificant impairment of usability. Defects are to be reported immediately by the user in writing, at the latest 7 days after the service elements have been added to the portal. BME shall initially be liable for defects by supplementary performance in the sense of an extension of the period of notice. Only if this fails can the customer demand a reduction or assert a right of withdrawal for individual service elements. At the request of BME, the customer is obliged to declare within a reasonable period of time whether it still insists on the delivery due to the delay in delivery and / or which of the claims and rights to which it is entitled it asserts. In repeated cases, the user is entitled to terminate the entire contract for the future. The contract cannot be terminated with effect for already published service elements.

(3) All warranty claims of the user are subject to a limitation period of one year, calculated from the time at which the customer became aware of the defect or should have become aware of it without gross negligence.

§ 11 Liability

(1) BME shall be liable for damages for whatever legal reason - in the event of intent and gross negligence as well as for damages resulting from injury to life, limb or health, insofar as BME fraudulently concealed a defect or assured its absence as well as for claims under the Product Liability Act. In addition, BME shall only be liable in the event of simple negligence for damages arising from the breach of an essential contractual obligation (obligation the fulfillment of which is essential for the proper execution of the order and the observance of which the customer regularly relies on and may rely on); in this case, however, liability shall be limited to compensation for the foreseeable, typically occurring damage.

(2) Due to a breach of duty which does not consist in a defect, the customer may only withdraw or terminate the contract if BME is responsible for the breach of duty.

(3) If claims ("Proprietary Right Claim") are asserted against the user by third parties due to the infringement of patents, copyrights, trademarks, business designations or trade secrets by a service of BME ("Proprietary Right Infringement"), BME shall indemnify the user against all costs (including reasonable legal defense costs) and claims incurred to the user as a result of legally binding judgments of competent courts or written settlements concluded by BME, provided that

- a) the cause for the infringement of intellectual property rights was not set by the user, for example in the case of the publication of inadmissible content,
- b) the user notifies BME in writing within a maximum of twenty (20) working days after the first claim has been made,
- c) BME retains sole control over the defense against the proprietary right claim, and

d) the user provides reasonable assistance and all information necessary to enable BME to perform its obligations hereunder.

The foregoing obligation shall not apply to measures or declarations for which BME has not given its prior written consent and not if the user continues acts of infringement after having been informed of changes which would have prevented an infringement. If an infringement of an intellectual property right is established by a competent court or deemed possible by BME, BME may at its own discretion and expense either

- a) replace or change the services in such a way that there is no infringement of intellectual property rights, or
- b) provide the user with a right to use the intellectual property right, or
- c) if measures according to (a) or (b) are not possible or not reasonable, terminate this contract extraordinarily with immediate effect.

§ 12 Non-disclosure

(1) BME undertakes to keep secret all information marked as "confidential" which BME receives from the user within the scope of the contractual relationship. This obligation shall also be fulfilled by BME after expiry of the contract term.

(2) With the use of the portal BME-OpenSourcing the mutual observance of all applicable data protection laws is agreed upon at the same time.

(3) The user is hereby informed in accordance with the Data Protection Act that BME stores its data in machine-readable form and processes it mechanically for contractual purposes.

(4) It is the user's responsibility to exercise the greatest possible care when using IDs, passwords, user names or other security devices provided in connection with the services and to take any measures that guarantee the confidential and secure handling of the data and prevent their disclosure to third parties. The user will be held responsible for the use of its passwords or user names by third parties if it is unable to substantially demonstrate that access to such data was not caused by itself and that the reasons for this could not be influenced by it. The user is obliged to inform BME immediately of any possible or already known unauthorized use of its access data. In the event of a violation by the user of one or more of the obligations referred to in these General Terms and Conditions, in particular but not limited to those listed under this clause, BME shall be entitled to terminate the services and remove them from the website without further notice and without waiving any payment obligations on the part of the user.

§ 13 Warning notice, court decision

If the user has been warned about a product published on the BME-OpenSourcing portal by BME, if it has already made a declaration of discontinuance with regard to certain advertisements (contents) or if a corresponding interim injunction, judgment or other court decision or official order has been delivered, the user is obliged to inform BME immediately in writing. If the user fails to do so, BME shall not be liable. The user shall then be obliged to indemnify BME against any claims by third parties at first request and to compensate BME for any damage.

§ 14 Final provisions

The law of the Federal Republic of Germany shall apply to the contract and its interpretation. If the customer is a merchant within

General Terms and Conditions for the database entry and use of BME Matchmaking Services on the sourcing and B2B platform www.bmeopen sourcing.com

the meaning of Section 1 para. 1 of the German Commercial Code (HGB), a legal entity under public law or a special fund under public law, the courts in Frankfurt am Main shall have exclusive jurisdiction for all disputes arising from or in connection with the contractual relationship concerned. In all other cases, we or the customer may bring an action before any court having jurisdiction on the basis of statutory provisions.