

Terms and Conditions of Use of the Supplier Portal for Companies belonging to HARTING Technology Group

1. Preamble

1.1. HARTING KGaA (hereinafter referred to as "HARTING" individually or together with its subsidiaries, within the meaning of §§ 15 ff.) operates a supplier portal for itself and its subsidiaries on the website <https://srm.harting.com>. This supplier portal enables commercial service providers, suppliers and subcontractors (hereinafter "Partner" or "Partners") to present their company, products and services to HARTING. Based on this, a Partner may be taken into consideration by HARTING Technology Group when awarding contracts as part of the Group's procurement process. Supplier qualification takes place via the portal and functions as a prerequisite for an order.

1.2. Use of the HARTING supplier portal is governed exclusively on the basis of these general terms and conditions of use (hereinafter "Terms and Conditions of Use").

1.3. Commercial dealings between HARTING and the Partner are based on individual contractual agreements or the General Terms and Conditions of Purchase of the companies belonging to the HARTING Technology Group, as well as on the HARTING Quality Guideline and the HARTING Delivery Guideline, both of which can be accessed at www.HARTING.com. Should conflicts exist between individual regulations, the above-cited priority and order shall be applied.

2. Registration on the supplier portal and supplier self-assessment

2.1. The restricted-access area of the supplier portal contains functions, applications and information with which business processes between HARTING and its Partners are implemented. Access to and inclusion in the database is limited to Partners that are registered with the HARTING supplier portal and which are managed via a supplier number at HARTING. Claims for registration and inclusion in the HARTING supplier portal database are excluded.

2.2. Partners are provided with an online registration form which must be completely and accurately filled out with the requested data. The supplier shall be responsible for the accuracy and completeness of said data. Should the online form be transmitted to HARTING by reason of its completion, HARTING shall confirm receipt of the data. The subsequent supplier self-assessment will include requests for more extensive and more detailed information on the Partner, in order to further qualify the supplier. Changes to previously entered data shall immediately and without prior prompting be effected by Partners via the supplier self-assessment. The corresponding obligation exists with regard to modifications or additions to the supplier portal by HARTING.

2.3. Partners which have transacted with HARTING in the past are already stored in the database. Registration of these Partners is effected for purposes of identification and classification. Information and certifications related to registration and the supplier self-assessment shall be stored in a central supplier database by HARTING following verification of said data.

2.4. Partners shall receive notification of a personal password in order to allow them access to the supplier self-assessment. This password shall be kept secret. The

password allows data which has been transferred to HARTING to be viewed and modified.

2.5. Passwords granting access rights are issued to specific individuals. As such, the user must exercise caution in order to prevent his personal password from becoming known to unauthorized third parties. Should a user determine that an unauthorized third party has gained knowledge of his password or suspect improper use of his access information, he shall immediately change his password and notify HARTING of said improper use. Upon assuming a different role or responsibility, the user shall initiate the update of his existing access rights in accordance with his new position. In addition, the user is obligated to inform HARTING if the basis for the granting of access rights is no longer valid, e.g. due to termination of his employment relationship with the Partner.

2.6. In the event of the violation of these regulations, in particular in the event of misuse of personal access data, HARTING reserves the right to block access rights and to take further legal action.

3. Use of the Supplier

3.1. Use of the HARTING Supplier Portal shall exclusively be for purposes of conducting a business relationship between HARTING and the Partner. Such use shall be limited with regard to duration and content to the fulfillment of the relevant contractual obligations. All other use is excluded. HARTING may, at any time, specify or alter the duration and extent of specific access rights as well as the general scope of services offered as part of the supplier portal.

3.2. Circumvention of security measures or the execution of applications which may result in damage to HARTING facilities is strictly prohibited. Furthermore, the user is obliged to refrain from any activities which could lead to the destruction or manipulation of HARTING data assets or IT systems by the user or a third party.

3.3. Information from or regarding HARTING shall not be provided to, leased or otherwise granted to third parties at any time or conveyed in a commercial manner.

4. Deletion of Registration

4.1. HARTING reserves the right to remove Partners which have been previously registered and incorporated into the supplier portal from the HARTING supplier portal at any time and without providing reasons, and additionally reserves the right to block access to the supplier portal.

4.2. In the event that HARTING exercises its right of deletion or the supplier portal is discontinued, HARTING shall delete all user data along with all other stored personal Partner data as soon as said data is no longer required for the performance of commercial relationships.

4.3. Partners may, at any time and without providing reasons, request deletion of their registration and inclusion in the HARTING supplier portal. Deletion of all data transmitted to HARTING shall take place to the extent that this does not preclude ongoing contractual relationships. In such cases, HARTING shall delete all user data along with all other stored personal Partner data as soon as said data is no longer required.

5. Warranty and Liability

5.1. Information made available by HARTING via the supplier portal is carefully compiled. Beyond this,

HARTING makes no warranty as to the availability or the functioning of the supplier portal. Information made available is not binding and is subject to change at any time.

5.2. HARTING shall be liable for damages to life and limb in the event that HARTING is responsible for breach of duty. In addition, HARTING shall be liable for other damages resulting from the intentional or grossly negligent breach of material obligations arising from these Terms and Conditions of Use. Liability for other damages is limited to the foreseeable, typically occurring damage. In such cases, HARTING shall in particular not be liable for lost profits, indirect damages and consequential damages. Any further liability for damages is, irrespective of legal basis, excluded.

5.3. HARTING assumes no responsibility for the content of websites operated by third parties to the extent that links to such sites are present on the Supplier Portal.

6. Copyright

6.1. The content of the HARTING supplier portal is protected by copyright and may not be copied, distributed, modified or made available to third parties without consent.

6.2. HARTING grants Partners the non-exclusive and non-transferable right to use the information on the HARTING supplier portal to the agreed extent, as the case may be. In the event that a specific extent of usage has not been previously agreed to, a right of use shall exist to the extent that it corresponds to the purpose intended by HARTING.

6.3. Texts, images, graphics, drawings, sound, animations and videos, as well as their arrangement on the supplier portal, are protected by copyright and other intellectual property laws. Copyright, name and trademark rights, as well as other proprietary rights of HARTING, in particular brand names and logos, shall be observed.

7. Privacy Policy

HARTING observes applicable laws on data protection and data security in the collection, use and processing of personal Partner data, as described in the separate Privacy Policy.

8. Confidentiality

8.1. The contractor undertakes to treat all non-obvious commercial or technical details that become known to it while using the supplier portal as a trade secret and to refrain from making them available to third parties.

8.2. The contractor shall oblige its staff, employees and third parties, and/or subcontractors, to maintain confidentiality to the extent of this section number 8. In the event the contractor ascertains that confidential information has come into the possession of an unauthorized third party or that a confidential document has become lost, it shall immediately inform HARTING thereof.

8.3. The obligation to maintain confidentiality shall also remain in force after the completion of the business relationship and shall only expire when the information obtained has become generally known.

8.4. Registration on the HARTING supplier portal shall not confer authorization to use HARTING for promotional purposes in reference lists etc.

8.5. Documentation of any kind made available on the supplier portal by HARTING, especially but not exclusively samples, drawings, models, etc., shall remain the property

of HARTING and may not be used for non-contractual purposes and/or duplicated, and may only be made available to third parties, e.g. subcontractors and suppliers, with prior written consent. Such documentation shall be returned or destroyed without special request when no longer required for the execution of a contract.

9. Final Provisions

9.1. HARTING reserves the right to modify these Terms and Conditions of Use at any time. Notification of such changes will be made in an appropriate manner. To the extent that a Partner's rights are impaired as a result of changes to the Terms and Conditions of Use, it may object to such change to the Terms and Conditions of Use within two weeks following said change. The modified Terms and Conditions of Use shall enter into force following this period.

9.2. Should individual portions of this contract be invalid, the validity of the remaining portions shall not be affected. The parties shall work together to replace the invalid provision with a legally permitted and valid one which is likely to achieve the intended result. The same shall apply in the case of contractual gaps or omissions.

9.3. The conclusion of individual contracts and the relevant contractual fulfillment by the parties is subject to the condition that no hindrances exist due to national or international law, in particular export control provisions.

9.4. In addition to the agreements in this contract, the law of the Federal Republic of Germany shall apply, to the exclusion of the United Nations Convention on Contracts For The International Sale of Goods of 11.04.1980 (CISG).

9.5. The exclusive venue for any dispute relating to these Terms and Conditions of Use shall be HARTING's corporate headquarters.