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# PORTAL TERMS OF USE

Version 1.0  
GROHE AG  
Release by GROHE AG

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Version history:

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1	01.10.2021	TSS	Creation

**1 Scope of application**

Grohe AG (hereinafter "Grohe" or "Customer") operates this Supplier Portal (hereinafter "SP"). The SP is a web-based platform for handling electronic procurement and the related business processes. By registering, the Supplier accepts the validity of these General Terms of Use. The SP is directed exclusively at the companies as defined by § 14 BGB (German Civil Code).

The validity as well as the compliance with the process descriptions remain unaffected by the portal terms of use.

The process descriptions are stored on the SP under "Standard documents", in the navigation tree on the left-hand side.

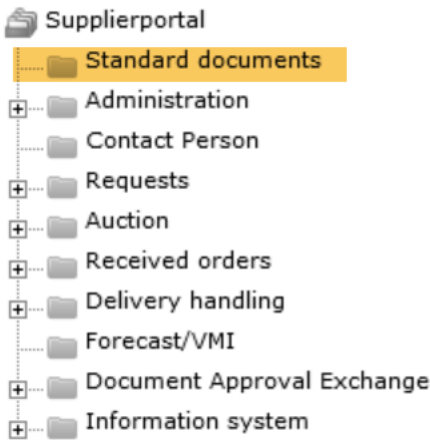


Figure 1: Navigation tree in the SP

To facilitate the ease of transaction, the Customer may grant the Supplier access to the SP at the Customer's discretion.

The SP is currently based on the technology provided by JAGGAER Austria GmbH and is accessible via a URL (Uniform Resource Locator - <https://app11.jaggaer.com/portal/grohe/>) specified by the customer.

The Supplier acknowledges and agrees that this system may be operated by a third party, who is hereby authorized by the Supplier to store and transmit the data and other information provided by the Supplier through the system, as well as information provided by the Customer that relates to the Supplier's data and other information.

The specifications for the use of the SP are determined solely by the Customer.

The customer is entitled at any time to make changes to the SP as well as binding specifications for the use of the SP.

The Customer reserves the right to change the services offered on the SP or to offer different services. It is the Supplier's responsibility to be aware of the changes made.



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These general terms of use only regulate the use of the SP, not the conditions of the contracts concluded between the Supplier and the customer via the SP. Delivery and service contracts are only concluded when the Customer has submitted an order to the Supplier.

## **2 Hotline und Support**

If you have any questions or problems regarding the use of the portal, please do not hesitate to contact us on:

Support Hotline           +49 (0)23 72 / 93 20 66  
Support Email             [Supplier-portal@grohe.com](mailto:Supplier-portal@grohe.com)

## **3 Portal costs**

### **3.1 Costs of the portal or portal use and availability**

All costs incurred by the Supplier for the use of the SP shall not be reimbursed. The Supplier shall be responsible for all costs associated with the use and/or function of its own communication facilities, as well as the costs of its personnel.

The provision of the SP by the Customer is free of charge. All costs incurred for an Electronic Data Interchange (EDI) connection between the Supplier's ERP system to the SP shall be borne by the Supplier.

The Customer strives to keep the SP available as comprehensively as possible. This does not imply a guaranteed availability. Especially, due to technical problems, maintenance work and network problems (e.g. unavailability of servers of third parties), over which the Customer has no influence, there may be temporary disruptions that prevent access. This shall not give rise to any claim by the Supplier against the Customer.

### **3.2 Included services**

The following functions are available to the Supplier free of charge:

- Registration process for existing and new Suppliers.
- Maintenance of the company profile and contact persons (SRM – Supplier Relationship Management).
- Processing of inquiries / offers (eRFQ – Request for Quotation).
- Document exchange process (DAE – Document Approval Exchange).
- Order handling (POM – Purchase Order Management).
- Insights into the forecast planning (FC – Forecast).
- Handling of transport notifications (ASN – Advanced Shipping Notification).
- Independent planning and delivery to the customer (SMI – Supplier Managed Inventory).

**4 Separate regulations for the business processes**

**4.1 Inquiry process**

Part of inquiries from the Customer for which no offer has been submitted within the specified deadline are deemed to have been rejected by the Supplier.

Standard documents sent along, such as the Code of Conduct and the Non-Disclosure Agreement, are considered accepted as soon as the Supplier has checked the "Agree" box. (Figure 2). All other documents shall be deemed accepted without further consent if they are not expressly contradicted in writing.

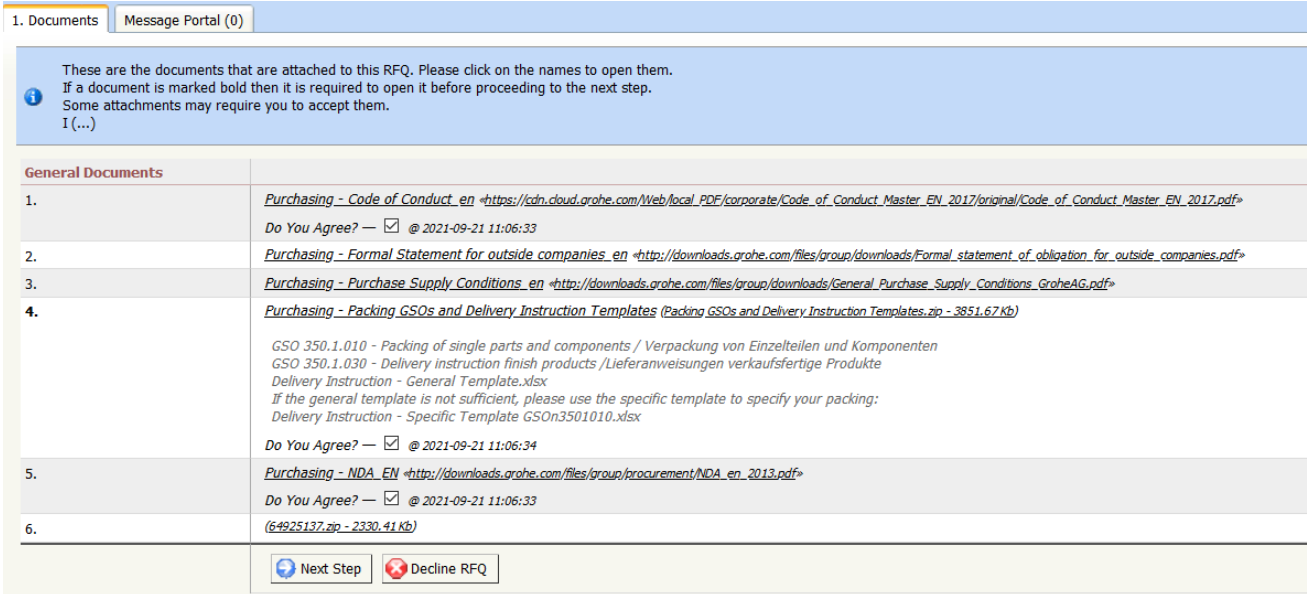


Figure 2: Example of documents sent in the inquiry process

**4.2 Order handling**

By opening the order document (see Figure 3), the Supplier accepts the Customer's terms and conditions of purchase and delivery, unless expressly contradicted in writing.



Figure 3: Order document in the order handling process

Issued order confirmations that deviate from the Customer's request are deemed to have been accepted after **five working days**. In the event of a rejection, the order will be sent back to the Supplier.

Order confirmations issued by the Supplier that differ from the price stored in the customer system must be processed on the customer side with an order change. Hence, the contract is only concluded with the counter-confirmation of the Supplier.

The order confirmations are communicated only by the date of arrival at the desired place of delivery.



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An order confirmation must be communicated to Grohe within **48 hours** of receiving the order.

If the Supplier rejects an order, this rejection is checked by the Customer. If the Supplier's reason for rejection can be eliminated, this is communicated to the Supplier via an order change by the Customer. The Supplier must confirm the order again in accordance with the bilateral declaration of intent.

#### **4.3 Transport notification**

The transport notification processed via the Supplier portal must always be complete, correct and timely. Timely means that the collection of the goods must take place in such a way that no avoidable delays occur in the further course of the supply chain.

Missing or untimely notifications can have a negative impact on your OTIF rating (**O**n **T**ime and **I**n **F**ull).

### **5 Registration and Password**

Access to and use of the SP for the offered service packages such as document exchange process, order handling, insight into forecast planning, processing of transport notification, independent planning and delivery to the customer is only possible for the registered Suppliers.

Only the inquiry process allows access and use of the SP via one-time passwords. These are no longer valid after the process is complete.

The Supplier is obliged to provide complete and truthful information within the scope of the registration and, in the event of any subsequent changes, to notify these immediately via the portal. In particular, the Supplier shall block/delete access to the Portal for employees who are no longer responsible for processes related to the Portal.

There are two possible registration procedures:

- **New Supplier**: The Supplier sends the Customer a registration request via the homepage (LINK). Upon completion of the registration process, the new Supplier will receive an organization ID and password (hereinafter: "Access Data"). The Supplier must log-in using the Access Data and complete the Supplier profile which will then be evaluated by the lead buyer for further processing.
  
- **Existing Supplier**: The Supplier is already working for the Customer but is requested to register to use the SP in order to be able to use the functions relevant to him (for an overview, see Chapter 2.1).

Upon initial access, the Supplier shall change the password provided by the Customer into a password known only to the Supplier. The Supplier undertakes to treat the Access Data and his password as strictly confidential and to keep them inaccessible to third parties, secure against unauthorized access and to prevent use by unauthorized third parties.

As soon as the Supplier becomes aware of an actual or possible misuse, he will inform the Customer immediately. The Supplier is liable for all actions taken for his access data, unless he can prove that the data became known to third parties without his intervention.



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After each use, the password-protected area must be exited via logout.

The Supplier must ensure that it is possible to receive e-mails at the e-mail addresses specified by him.

The Supplier must therefore ensure that the address data, contact details etc., he provides are always up to date and must update the relevant data - where permissible - in the SP.

The Supplier declares that the employees who have access to the SP are authorized to make all necessary and required declarations, including binding declarations of intent.

It is recommended that at least two administrators, i.e. users with special permissions such as user creation and assignment of task areas / roles, always have access to the SP, so that the necessary updates of user data can be made immediately and without any fault.

## **6 Rights of use for content, information and documentation**

The Customer grants the Supplier a non-exclusive, non-transferable right, limited in time and revocable at any time, to use the content, information and documentation provided and made available on the SP to the extent agreed or, in the absence of any such agreement, to the extent consistent with the purpose pursued by the Customer in providing and making available the content, information and documentation. Rights of use shall only be granted to the extent and for as long as this is necessary for the lawful use of the SP.

No intellectual or other property rights are granted to the contents of the SP. The Customer reserves all rights to these.

Unless otherwise stated, all brands, company logos and trademarks used in the SP are protected by trademark law.

The Customer makes this available exclusively for the Supplier's own, non-commercial purposes and can revoke this consent at any time.

Any use beyond this is excluded and requires the prior separate written consent of the Customer.

Neither information, software nor documentation from the Supplier may be distributed, leased or otherwise made available to third parties at any time.

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## **7 Obligations of the supplier**

When using the SP, the Supplier must not:

- infringe industrial property rights, copyrights or other proprietary rights.
- transmit content with viruses, so-called Trojan horses or any other programming that can damage software.
- enter, save or send hyperlinks or content to which he is not authorized, especially if these hyperlinks or content violate confidentiality obligations or are illegal.
- send advertising or unsolicited e-mails (so-called "spam") or inaccurate warnings about viruses, malfunctions and the like, or solicit participation in lotteries, snowball systems, chain letters, pyramid schemes and similar activities.
- violate public morality by their usage behavior.

The Supplier grants the Customer a non-exclusive, royalty-free, worldwide right to use, reproduce, edit, distribute, execute and display, in whole or in part, content transmitted to it by the Supplier, e.g. self-disclosure (hereinafter "Supplier Data"), to the extent necessary for the Customer to fulfill its contractual obligations to the Supplier.

The Customer shall have the right to sublicense or transfer the foregoing rights to subcontractors to the extent necessary. The Supplier declares that he is entitled to grant the Customer the rights listed under this point.

## **8 Hyperlinks**

The SP contains hyperlinks to third-party websites. Third parties also have the possibility to place their own information on the SP. The Customer does not assume any responsibility for the contents of these websites, nor does the Customer adopt these websites and their contents as its own, since the Customer does not control the data posted or the linked information and is not responsible for the contents and information provided there.

The responsibility lies solely with the provider of these websites or the person responsible for the external content. Their use is at the Supplier's own risk.

## **9 Liability for defects of material and title**

The Customer assumes no responsibility for the Supplier data or other information transmitted by the Supplier. The content transmitted by the Supplier is not re-checked by the customer.

Upon first written request, the Supplier releases the Customer from all claims and demands of third parties that third parties raise in connection with the Supplier data.

Despite careful operation of the SP, the Customer assumes no responsibility for the (also technical) availability of the SP or for the accuracy of the content provided in the LP.

If the Supplier retrieves data via the SP and recognizes, while observing the care required in business, that incorrect or incomplete data has been set, he shall immediately inform the Customer in writing. If the Supplier culpably fails to provide this notification, the Customer shall not be liable for any resulting damage.

Insofar as services are provided by the Customer free of charge, liability for material defects and defects of title of the services, in particular for their correctness, freedom from defects, freedom from property rights and copyrights of third parties, completeness and/or usability - except in the case of intent or fraudulent intent and in the case of injury to life, body or health or liability under the Product Liability Act - is excluded.

In particular, freedom from viruses cannot be guaranteed.





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Therefore, before downloading information and data, the Supplier shall ensure appropriate security devices and virus scanners are in place. Downloading or otherwise obtaining information and data while using the SP is at your own risk.

## **10 Data protection**

In addition to these Terms of Use, the privacy policy of the Customer shall apply.

## **11 Duration of the agreement, termination**

Upon activation, the Supplier is entitled to use the SP for an unlimited period of time. Every year the Supplier will receive a notification from the Customer in which he is requested to update or confirm the information provided during registration.

The Customer is entitled at any time to block or exclude the Supplier from using the SP, in particular if there is a verifiable suspicion or the fact that the access data and password have been passed on to unauthorized third parties or the SP is not used in accordance with these terms of use.

In the event of a block, the customer is entitled to delete all materials and content related to the violation.

This also applies if incorrect data is provided. Furthermore, the Customer reserves the right to refuse registration for objectively justified reasons.

The Supplier is entitled to use the SP as long as he agrees to the terms of use. If he no longer accepts the terms of use, he must immediately stop using the SP.

## **12 Supplementary agreements, place of jurisdiction, applicable law, use from outside Germany**

Supplementary agreements must be made in writing.

The substantive law of the Federal Republic of Germany applies to the exclusion of the UN sales law.

The exclusive place of jurisdiction is the Customer's registered office. The Customer reserves the right to take legal action at any other admissible place of jurisdiction.

If the Supplier accesses the SP from outside Germany, he is solely responsible for compliance with the relevant regulations under the respective national law. Access to services on the SP from countries where such access is illegal is not permitted.

## **13 Amendment of these General Terms of Use**

These terms of use can be changed by the Customer.

The current terms of use are provided in the registration process / Supplier profile in the SP. These are valid as of their effective date. The most current version of these Terms of Use shall apply. If these are not accepted by the Supplier within three weeks of their announcement, the use of the SP shall be discontinued.

Amended terms of use will be announced and made available to the Supplier via the SP. An active commitment by the Supplier is necessary to be allowed to continue using the SP.



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#### **14 Miscellaneous**

Should individual provisions of these Terms of Use be or become invalid or unenforceable, this shall not affect the validity of the remaining provisions.

These Terms of Use can be found on the Customer's homepage in English and German.