

Zollner Elektronik AG

(including subsidiaries and commercial units)

Terms and Conditions of Use

Use of the Secure Mail Data Exchange, Business Collaboration, FPT/SFTP and Odette internet portals by Zollner Elektronik AG customers and suppliers and Zollner Elektronik AG, including its subsidiaries and commercial units.

Preface

Zollner Elektronik AG provides various services for data exchange between Zollner Elektronik AG, including its subsidiaries and commercial units (henceforth referred to as “Zollner”), and its customers and suppliers (henceforth referred to as “external partner(s)”) (henceforth referred to collectively as “user(s)”).

The purpose of this user agreement is the regulation of use of the following internet portals, which serve the purpose of data exchange:

- **Secure Mail Data Exchange**
(Email attachments are encrypted and saved to a central server. Users receive only a link via email and supplementary user passwords for accessing the files. With this, for example, attachments that require large storage space are not sent individually to all users.)
- **Business Collaboration**
(This service offers an optimized, collaborative web interface for the exchange and editing of data within the scope of a project.)
- **FTP / SFTP**
(Easy data exchange option via FTP [unencrypted] or SFTP [encrypted])
- **ODETTE**
(Data exchange with OFTP protocol via ISDN or via IPsec, predominantly for the automotive industry)

§ 1

These internet portals are operated by Zollner or external service providers.

Zollner accepts no responsibility for the guarantee of functioning or for uninterrupted portal access.

These platforms, henceforth referred to as “services”, should serve the easy and secure exchange of data. The worldwide access possibility also offers the best possible, time-independent access to data. These services are not media for long-term data storage or archiving. Should there be a requirement for archiving data or storing data for longer periods, other technical measures or systems must be implemented to cover this need.

§ 2

By using one of the above-mentioned services, external partners declare their acceptance of the terms and conditions in this user agreement. External partners are to ensure the person declaring this acceptance has the applicable authority to enter into this user agreement.

§ 3

1. The services serve only the exchange of data. No long-term data storage is permitted with the services. Filed data that is no longer needed must be removed from the services. Users are aware of this fact.

The following additionally applies to the "Secure Data Exchange" service: with this service, files will be automatically and permanently deleted after 30 days.

2. In order to conserve bandwidth and storage space, data storage capacity might be limited for individual services.
3. There is no claim of long-term storage of data, information or files with the services. For this reason, there is also no requirement for recovery of possible lost data. Data security is the user's obligation and must be ensured by other technical measures or systems.

§ 4

1. If services or parts of them are made available to external service providers, a contractual agreement will be agreed upon between Zollner and the external service provider to this purpose.
2. Zollner and external partners obligate themselves to adherence to the currently applicable laws regarding data protection.
3. Zollner and external partners obligate themselves to treat all confidential information with confidentiality and to not make this available to third parties. Subsidiaries of Zollner as well as the sub-contractors and sub-suppliers of external partners are not considered to be third parties.

Each party obligates itself to expressly mandate their personnel accordingly.

Confidential Zollner information also includes the utilized electronic signature process and applied encryption processes.

Terms and Conditions of Use

This confidentiality obligation does not apply to data, which at the point of transmission is generally available to the public.

This confidentiality obligation continues to be valid for a period of 5 years after the end of this user agreement.

§ 5

1. Users know that data security during data transmission via public networks, such as the internet, is not guaranteed with today's state-of-the-art technology. Users know that, in certain circumstances, other internet users are technically capable of obtaining knowledge from information exchange and its content. Each user is personally responsible for the security of data the user has transmitted via the internet and accepts the risks.
2. Since 2008, Zollner Elektronik AG has been operating a certified management system for information security that is in accordance with ISO/IEC 27001.

Zollner Elektronik AG obligates itself to implement and execute the processes of this management system.

§ 6

1. The following information is not allowed to be distributed nor deliberately recorded, displayed or saved using the services:
 - information considered unlawful in countries outside of Germany and/or the recipient country
 - information that a person included in it, or one is the recipient of it will, in all probability, consider harassing, coercive, embarrassing, libelous, defamatory, derogatory, obscene, blasphemous, intimidating, racists or sexist.
 - information for which the posting person does not have the copyright owner's permission to publish (Information protected by copyright can be text, images, videos and sounds.).

It is forbidden to use the services in an unlawful manner, in a way that is inappropriate for the working or for morally reprehensible purposes.

Terms and Conditions of Use

2. The services are to be utilized solely for business purposes.
Any and all private communication is expressly forbidden.

§ 7

1. Every person using a password is responsible for proper handling in accordance with the following rules.

As long as users generate their own passwords upon registration, these must satisfy the following criteria:

- A password must have at least eight characters.
- The password must include a combination of upper and lower case letters.
- It must include at least one number or a special character.

A password that is intended for personal use may not be given to other persons. It may not be written down nor are others allowed to see it.

A password must be changed immediately, if:

- suspicion exists that a third party has learned the password,
- the user is no longer responsible for using the applicable system or
- password misuse was detected.

Attention must be paid that password entry is not witnessed by others.

It is not permitted to pass along or make available one's own user name and/or password for use by a third party.

Trial-and-error attempts, researching and the use of another person's user name or password is forbidden.

Access data is to be carefully retained by external partners and kept confidential.

External partners are not allowed to transfer access data to third parties. External partners are liable to the full extent of the law for any consequences resulting from transfer or unauthorized use of the data.

1. Zollner takes the technological precautions necessary to protect the portal from unauthorized access.
2. External partners are to immediately inform Zollner as soon as they have a reason to believe that knowledge of their access data has been obtained by unauthorized persons and to immediately change that access data.

3. If a third party uses an external partner's access data, the posted electronic messages will be attributed to that external partner.
4. If damages result from unauthorized access, this will only be compensated for by the parties, if it has been proven that the party caused the damage through gross negligence or intentionally.
5. Zollner retains the right to immediately block the portal, without prior notice, in case of misuse caused by an external partner. Blocking of access to the portal can also occur, if the external partner does not adhere to the security provisions contained in this user agreement.

§ 8

Users obligate themselves to have current active virus protection installed on their terminal device when using each service.

§ 9

Each party's liability under this user agreement, in association with data exchange using the internet platforms, is based on each contractual agreement. Further liability is precluded. External partners make Zollner liable in particular for the correctness of the information Zollner posts to the platform. If no contractual agreement exists between Zollner and external partners, then Zollner general terms and conditions of purchasing apply. Otherwise, Zollner's liability is precluded within the scope of the law.

§ 10

Zollner Elektronik AG strives for the highest possible availability of the service. However, no claim is made regarding 100% availability.

§ 11

In case of problems or disruptions, users can turn to their stated contacts at Zollner Elektronik AG.

§ 12

1. If a user violates the terms and conditions, Zollner Elektronik AG reserves the right to block the user from using the service.
2. The term of this agreement is unlimited.
3. This user agreement can be cancelled at any time, at the end of a month, with a two-week cancellation notice.
4. Existing agreements between the parties remain intact and unchanged in spite of cancellation of this user agreement.
5. Access to the service is blocked for users at the end of this user agreement.
6. In case a discrepancy exists between this user agreement and existing contractual agreements between the parties, contractual agreements are given precedence.
7. Should a clause in this agreement be or become ineffectual or null and void, the validity of remaining clauses remains unaffected.

In such a case, the ineffective or invalid clauses should rather be phrased such that they, as long as legally permissible, achieve the desired goal.

§ 13

German law applies, to the exclusion of the United Nations Convention on Contracts for the International Sale of Goods (CISG). It is agreed that the court of jurisdiction is that of the locality of Zollner Elektronik AG headquarters.