

General conditions of use for the ASTRAS supplier portal

1. Preamble

1.1 Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf operates a supplier portal on its website (add website) for itself and connected companies.

1.2 This supplier portal allows suppliers, service providers and subcontractors to present their company, products and services to Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf.

1.3 The Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf supplier portal is used exclusively based on these general conditions of use (referred to in the following as "conditions of use").

2. Registration / obligations of the supplier

2.1 Every supplier seeking a business relationship with Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf must register at the supplier portal. The supplier guarantees the correct and complete nature of the data entered in the online form.

2.2 Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf reserves the right to refuse registration either completely or in part. The supplier has no right to registration or inclusion in the database of this supplier portal. Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf also reserves the right to ask the supplier any questions required for further supplier qualification.

2.3 On completion of registration at the supplier portal, the supplier is provided with a password. When signing in for the first time, the supplier must change the provisional password provided by Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf to a password known only by the supplier. The password enables the supplier to view and modify the data submitted to Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf.

2.4 The supplier undertakes to treat the password provided with strict confidentiality. In case of suspicion that unauthorised users have gained access to the login data, the suppliers are required to report this to Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf immediately by e-mail (add e-mail).

2.5 The supplier must make sure that e-mails can be received at the e-mail address provided when registering, and that a valid mobile telephone number is available for user authentication.

2.6 During use of the portal, the supplier must refrain from manipulating the results of eBiddings or eAuctions (e.g. by submitting quotations under a false name), and any other infringements.

2.7 The supplier grants Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf with the permanent, non-exclusive, license-fee-free, worldwide right to use, reproduce, process, display and present the contents uploaded by the supplier to the portal, or any contents provided in any other manner in conjunction with use of the portal, either completely or in part. Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf is authorised to sublicense or transfer these rights to third parties. The supplier guarantees that he is authorised to grant Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf with the aforementioned rights.

3. Data management/updating

3.1 The supplier is required to keep all the data saved at this supplier portal up-to-date accordingly. The same also applies to all data, documents and certificates at the supplier portal.

4. Rights of use

4.1 The entire content of the supplier portal is protected by copyright.

4.2 Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf grants the supplier a non-exclusive, non-transferable and temporary right to use the information which may be available to the supplier at the supplier portal within the scope of these conditions of use and the resultant purpose of use.

4.3 If not permitted due to mandatory legislation, the supplier must neither change the software or the corresponding documentation nor reverse-engineer or decompile, or separate off parts of the software.

4.4 With the exception of the rights of use and any other rights expressly granted here, the supplier is neither granted any further rights, in particular in relation to company names or commercial property rights, such as patents, brands or registered designs, nor the right to concede such rights.

5. Deletion and suspension

5.1 Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf reserves the right to delete registered suppliers who have been accepted to the supplier portal, and individual items of data transmitted by the supplier, from the supplier portal at any time and without specification of reasons, and to deny access to the supplier portal.

5.2 Suppliers can request the deletion of their registration and all of their data contained in the database of the supplier portal in writing at any time, without the specification of reasons. The deletion of this data is carried out immediately as long as it does not prevent the implementation of ongoing contractual relations.

6. Hyperlinks

6.1 The portal may contain hyperlinks to the websites of third parties. Third parties can also upload contents to the portal. Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf assumes no responsibility for the contents of these websites, nor does Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf appropriate these websites and/or their contents. These websites and their contents are not checked by Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf, and Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf is not responsible for the contents and information provided there.

6.2 The websites are used at the risk of the user.

7. Liability

7.1 Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf is not liable for the continuous availability or the functionality of the supplier portal.

7.2 Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf is not liable for the up-to-date or complete nature or the reliability of the information provided via the portal. Such information is non-binding and is subject to change without notice at any time. No liability is assumed for the correctness of the information. 3 01.02.2018

7.3 Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf and its legal representatives and employees are liable only in case of gross misconduct, wilful intent or an obligation resulting from these conditions of use, irrespective of the legal grounds. Any liability going beyond this is excluded.

7.4 In the event that the supplier culpably fails to fulfil his obligation, and damages are caused as a result, Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf is not liable for the caused damages.

8. Data protection

8.1 BVV adheres to the applicable legislation on data protection and data security when collecting, utilising and processing the personal data of the supplier.

8.2 Visit "Datenschutzhinweise Lieferantenmanagement" for information on data protection

9. Confidentiality

“

9.1 The supplier is obligated to treat all information and knowledge relating to business secrets, gained within the scope of use of the supplier portal, as confidential indefinitely, and not to make it accessible to any third parties.

9.2 The supplier will bind the supplier's staff, employees, third parties and/or subcontractors to confidentiality. The supplier ensures that only those employees who require knowledge of confidential information are able to access such information, for the purposes of utilisation of the supplier portal or to implement a resultant contract.

10. Changes to the conditions of use

10.1 Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf is authorised to change the preceding general conditions of use at any time. Reference is made to the respective changes in a suitable manner.

10.2 In the event that the rights of suppliers are compromised as a result of the change to the conditions of use, affected suppliers can object to the change within two weeks of the announcement of the change. Once this period has elapsed, the changed conditions of use come into force universally.

10.3 The portal is intended to adhere to the legal regulations valid in Germany. Bochumer Verein Verkehrstechnik / Bahntechnik Brand-Erbisdorf does not guarantee that information, software and/or documentation associated with the portal is suitable for viewing and downloading at locations outside of Germany.

11. Final provisions

11.1 In the event that a provision of these conditions of use is legally ineffective, or loses its legal effectiveness later, the effectiveness of the other provisions remains unaffected. The contractual partners will replace the ineffective provisions immediately with an effective provision which most closely reflects the economic purpose of the ineffective or inapplicable provision. Appropriate measures apply in the event of contractual gaps.

11.2 German law applies to the exclusion of standards or international private law and the UN Convention on Contracts for the International Sale of Goods.

11.3 The exclusive place of jurisdiction is Bochum.