

General terms of use for the EnBW Supplier Portal

August 1st, 2022

Scope

Energie Baden-Württemberg AG (hereinafter referred to as "EnBW") operates a supplier portal for itself and its subsidiaries under the domain <https://www.enbw.com/enbw-lieferantenportal/> containing links to further portal functions under other domains. With this supplier portal, EnBW provides a web-based platform on which suppliers can introduce themselves and handle electronic procurement processes and the resulting downstream business processes. The EnBW supplier portal is used exclusively on the basis of these General Terms of Use. For further steps, in particular possible orders, our General Terms of Purchase of the EnBW Group apply, unless otherwise agreed in individual contracts. Any general terms and conditions of the supplier that contradict or supplement these Terms of Use shall not apply, even if their inclusion has not been expressly objected to.

Range of services

The EnBW supplier portal has protected areas for which a login is required. After successful login, the registered supplier has access to a role-based range of information, applications and services:

- › Creation and management of users and personnel
- › Master data management
- › Notices of intended procurement of goods and services (contract notices and EU qualification system)
- › Open invitations to tender for supplies and services
- › Restricted tenders for supplies and services
- › Submission of bids
- › Shop system for ordering civil engineering and grid engineering materials
- › Measurement of received orders
- › Overview of credits received (ERS procedure) and payment advice notes Use of the Information Counter with service books, technical regulations, forms, area plans and New Technology on the Net Communication platform between client and user of the portal
- › Claim management
- › Pre-registration of employees for access to EnBW locations
- › Overview of orders received including detailed data and documents
- › Provision of a web service for order transmission in machine-readable form
- › Uploading and submitting photo documentation for broadband measures
- › Communication platform between client and user of the portal
- › Answering EnBW pre-qualification and EU qualification system questionnaires
- › Uploading and submitting documents and certificates

- › Confirmation of orders
- › Sharing dispatch confirmations

Costs

The provision of the supplier portal by EnBW and its use by the supplier is generally free of charge. Any expenses incurred by the Supplier, such as those for Internet use, self-administration and/or the acquisition of suitable hardware and software, shall be borne exclusively by the Supplier.

Access

Access to the EnBW supplier portal is via <https://www.enbw.com/enbw-lieferantenportal/>. The supplier portal has protected areas for which a login is required. After successful login, the supplier portal provides the registered supplier with secure and uniform access in the protected area to all information, applications and services released for the respective supplier. The supplier portal provides for decentralised administration at the supplier. Only the administrator named by the supplier and registered in the Supplier Portal is authorised to create or delete new Supplier Portal users for the supplier at any time. One user must be created per natural person (personal account).

Registration and use of the Supplier Portal, obligations of the Supplier Scope of application

- 5.1** In the interest of the security of business transactions, only registered suppliers may access and use the Supplier Portal. By registering, the user must agree to these terms of use. However, there is no right to registration.
- 5.2** The supplier is obliged to provide complete and truthful information during the registration process and, in the event of any changes at a later date, to notify EnBW AG immediately in the portal. If there are no change authorisations, EnBW must be informed of the changes in writing without delay.
- 5.3** With the transmission of the access data by EnBW, the user receives the possibility to use the supplier portal. On first access, the supplier will change the transmitted password into a password known only to him. By confirming the terms and conditions of use and data protection after the first login to the portal, the user gains access to all further content. The login enables the supplier to view or change his data or, if applicable, to revoke or extend any consent given for further data processing by e-mail to [lieferantenportal@enbw.com](mailto:liefertenportal@enbw.com). The supplier can assign usage, read and write permissions to his employees. The supplier is obliged to ensure that his employees operate the portal properly and lawfully.
- 5.4** The Supplier shall ensure that the login data for people and the credentials for using the interface are not accessible to third parties and shall be liable for all activities carried out under the login, unless he can prove that the data has become known to third parties without his intervention. After each use, the password-protected area must be left by log-out. If the Supplier becomes aware that third parties are misusing the login, he is obliged to inform EnBW immediately in writing.

- 5.5** After receipt of the notification according to clause 5.4, EnBW will block the Supplier's access to the password-protected area with his previous login. This block can only be lifted after EnBW has received a separate written request from the Supplier.
- 5.6** The Supplier shall ensure that it is possible to receive e-mails at the e-mail address provided by him. He must therefore ensure in particular that the address data etc. provided by him are always up to date.
- 5.7** The creation of an administrator, user or user account and the acceptance of these Terms and Conditions of Use do not constitute a claim on the part of the Supplier for the conclusion of subsequent contracts with EnBW, nor do they constitute a claim for damages or other secondary claims.
- 5.8** If the Supplier calls up orders, purchase orders or other data via the Supplier Portal and if he can see, while exercising due care, that incorrect or incomplete data has been entered, he is obliged to inform EnBW of this immediately in text form (fax or e-mail). If he fails to notify EnBW of this, EnBW must be compensated for any damages incurred.
- 5.9** When using the supplier portal of EnBW AG, the supplier may not
- › cause damage to persons or violate their personal rights;
 - › offend against public decency with its usage behaviour;
 - › infringe industrial property rights, copyrights or other property rights;
 - › Transmit content with viruses, so-called Trojans or other programming that can damage software;
 - › enter, store or send hyperlinks or contents to which he is not authorised, in particular if these hyperlinks or contents violate confidentiality obligations or are illegal
- 5.10** The supplier is obliged to provide EnBW with all necessary data and information in good time so that EnBW can properly fulfil its obligations arising from the agreements concluded in connection with these General Terms of Use.
- 5.11** The supplier ensures that when uploading documentation for broadband measures, no person can be identified on the pictures.

Access to the supplier portal Scope

The Supplier is responsible for the connection of his computer to the Supplier Portal and all technical equipment required for this. A certain availability of the Supplier Portal is not deemed agreed. EnBW may revoke or discontinue the provision of the service at any time and is in particular entitled to carry out maintenance work on databases or servers as well as on applications and services or to have such work carried out by third parties. EnBW AG reserves the right to block or delete individual users in the event of violations of these Terms of Use or other legal provisions). Likewise, the supplier can demand the blocking, deletion or adjustment of the account with EnBW.

Legally binding nature of the declarations

- 7.1** All purchasing documents sent via the supplier portal to the supplier portal users registered for the supplier - in particular enquiries and orders/purchase orders - are legally binding declarations of intent of the formulated content for EnBW AG even without signature.

- 7.2** Offers, orders for materials and measurements which are submitted electronically by users registered for the Supplier in the Supplier Portal are legally binding for the Supplier. Likewise, the acceptance of orders is bindingly confirmed by a user registered for the Supplier by activating the functions provided for in the purchase agreement. Reservations can only be explicitly documented.

Confidentiality

The supplier is obliged to keep all received illustrations, drawings, authorisations and other documents, in particular all written, textual or verbal information, strictly confidential; third parties may only be made aware of them with the express written consent of EnBW. The obligation to maintain secrecy extends beyond the execution of the respective individual contract or order. It expires if and insofar as the confidential information contained in the information, illustrations, drawings, authorisations and other documents provided has become generally known. The Supplier shall also oblige its vicarious agents and assistants to maintain secrecy.

Rights of use for content, information and documentation

- 9.1** EnBW provides content, information and documentation on its supplier portal. The use of this content, information and documentation is subject to these conditions.
- 9.2** EnBW grants the supplier a non-exclusive and non-transferable right to use the contents, information and documentation provided and made available on the supplier portal to the extent agreed or, if not agreed, to the extent that this is in accordance with the purpose pursued by EnBW in providing and making available the contents, information and documentation.
- 9.3** The supplier is not permitted to sell, rent or otherwise transfer content, information and documentation to third parties at any time.
- 9.4** The information, content and documentation are protected by copyright laws and international copyright treaties as well as other laws and agreements on intellectual property. The supplier will observe these rights, in particular not remove alphanumeric identifiers, trademarks and copyright notices from the information.

Intellectual property

- 10.1** Notwithstanding the special provisions in clause 0 these General Terms of Use, information, brand names and other contents of the EnBW Supplier Portal may not be changed, copied, reproduced, sold, rented, used, supplemented or otherwise exploited in any other way without the written consent of EnBW.
- 10.2** Apart from the rights of use or other rights expressly granted herein, the supplier is not granted any further rights of any kind whatsoever, in particular to the company name and to industrial property rights such as patents, technical regulations, performance records, etc. EnBW AG is also not obliged to grant the supplier such rights.

Liability

- 11.1 EnBW operates the supplier portal with due care. Nevertheless, EnBW does not guarantee that the supplier portal can be accessed or that the data can be retrieved.
- 11.2 Although EnBW AG makes every effort to keep its supplier portal free of viruses, EnBW does not guarantee that it is virus-free and accepts no liability for this. Before downloading the information, the Supplier shall, for its own protection and to prevent the transmission of viruses to the Supplier Portal, ensure that appropriate security measures and virus scanners are in place. The Supplier shall take all measures to ensure that no malicious software reaches the EnBW Supplier Portal.
- 11.3 Otherwise, the use of the EnBW supplier portal including downloading or other receipt as well as the transmission and sending of information and data by the supplier is the sole responsibility of the supplier. Insofar as EnBW provides content and information, it shall only be liable for intent and gross negligence and without limitation for injury to life, body and health. Furthermore, EnBW is only liable in cases where liability cannot be excluded by law (e.g. product liability). If liability for breach of material contractual obligations can be considered under these circumstances, in the case of slight negligence, however, such liability shall be limited to foreseeable damage typical of the contract. Claims for damages by the supplier for indirect or consequential damages including loss of profit as well as due to the loss or unauthorised access to data by third parties in connection with the use of the Supplier Portal are excluded.

Changes to the General Terms of Use

- 12.1 EnBW is entitled to amend or supplement these General Terms of Use at any time with a reasonable period of notice. The supplier will be notified of any changes or amendments in a suitable form, e.g. by means of a corresponding note when logging into the purchasing portal.
- 12.2 If the supplier does not agree with the change or addition, he is obliged to object in writing within four weeks of becoming aware of the change. If the supplier does not object to the amended terms and conditions within this period, they will take effect in accordance with the announcement. EnBW will refer to this again in the notification.
- 12.3 If the changes or additions are indispensable for EnBW AG for compelling legal reasons, the duty of notification and the supplier's right of objection shall not apply. Changes and additions made for such compelling legal reasons do not justify any claims for damages against EnBW.

General provisions

- 13.1 There are no additional agreements to these General Terms of Use. Amendments and supplements to these General Terms of Use must be made in writing; this also applies to the waiver of the written form requirement. Oral or electronic collateral agreements are invalid.
- 13.2 EnBW has the right to commission third parties to provide its services.

- 13.3** EnBW is entitled to terminate this contract with all rights and obligations to a contract concluded with EnBW i. S. d. §§ 15 ff. AktG to a company affiliated with EnBW within the meaning of sections 15 et seq.
- 13.4** The supplier is advised that additional conditions may be applicable if he uses links, third-party content or third-party software.
- 13.5** The supplier portal is not aimed at consumers. These terms of use therefore only apply to entrepreneurs within the meaning of § 14 BGB.

Applicable law and place of jurisdiction

For these General Terms and Conditions of Use and the uses as well as all claims arising from or in connection with the uses, the parties agree exclusively to the application of German law with the exception of its conflict of laws provisions. The courts in Karlsruhe shall have exclusive jurisdiction for disputes arising from or in connection with the uses and/or these General Terms of Use.

Severability clause

Should individual parts of these General Terms and Conditions of Use be or become legally ineffective, the effectiveness of the remaining provisions shall not be affected thereby; the same shall also apply to the filling of gaps in these General Terms and Conditions of Use.