

SUPPLIER PORTAL TERMS AND PREREQUISITES FOR SUPPLIER APPROVALS

THE HAGER'S SUPPLIER PORTAL IS A SERVICE PROVIDED BY THE HAGER ELECTRO GMBH & CO. KG, ZUM GUNTERSTAL, 66440 BLIESKASTEL, ACTING HERE FOLLOWING ON BEHALF OF ITSELF AND ITS GROUP COMPANIES – HEREINAFTER EACH INDIVIDUALLY KNOWN AS „HAGER“ –.

YOU (SUPPLIER) MUST ACCEPT THE FOLLOWING TERMS OF USE AND AGREE ON HAGER'S PREREQUISITES FOR SUPPLIER APPROVALS IN ORDER TO BE ABLE TO USE THE SUPPLIER PORTAL AND TO BECOME HAGER SUPPLIER VIA THIS SUPPLIER PORTAL. IF YOU DO NOT ACCEPT THE TERMS AND CONDITIONS IN WHOLE OR IN PART, YOU WILL NOT BE GRANTED ACCESS TO THE PORTAL.

THIS AGREEMENT CONCLUDED BETWEEN YOU AND HAGER GOVERNS YOUR USE OF THE PORTAL AND YOUR AGREEMENT ON HAGER'S PREREQUISITES FOR SUPPLIER APPROVALS. IF YOU CLICK ON 'I ACCEPT', YOU AGREE ON IT. YOU WARRANT THAT THE PERSON GIVING THE CONSENT HAS THE POWER TO SIGN THESE TERMS AND PREREQUISITES ON YOUR BEHALF.

Recitals

- 1) HAGER GROUP operates an electronic SUPPLIER PORTAL on which HAGER can post PURCHASING INFORMATION, including invitations to bid, for potential SUPPLIERS.
- 2) SUPPLIERS may upload SUPPLIER INFORMATION or binding bids for goods and/or services on the SUPPLIER PORTAL.
- 3) No purchase orders or contracts can be concluded via the SUPPLIER PORTAL. Purchase orders or contracts are arranged directly between HAGER GROUP on one side and the SUPPLIER on the other side independently from the use of the SUPPLIER PORTAL. The use of the E-Procurement Portal is a separate dealing between HAGER GROUP and the SUPPLIER.
- 4) The use of the SUPPLIER PORTAL is at no cost for the SUPPLIER towards HAGER GROUP
- 5) The purpose of these terms and prerequisites for supplier approvals is to regulate the use of the SUPPLIER PORTAL, the protection of CONFIDENTIAL INFORMATION and to agree – ab initio of the approval process – on certain fundamental principles of doing business.

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1. Definitions

AGREEMENT means the present agreement on SUPPLIER PORTAL terms and prerequisites for supplier approvals.

CONFIDENTIAL INFORMATION means all Information which is disclosed via the SUPPLIER PORTAL or processed in the frame of RFQ's, bids etc. through e-mails, letters, fax etc. (to be detailed, reference to be taken to ARIBA) by a PARTY, directly or indirectly, for example via its subcontractors or its GROUP COMPANIES, to the other PARTY and provided that (i) the information is conspicuously labelled as confidential at the time of delivery (information in written or tangible form) or identified as confidential (information in oral form) and the information relates to the business of the Disclosing PARTY; or (ii) when the Receiving PARTY knows that the information is confidential or (iii) a reasonable person under the circumstances would know, or have reason to believe that the information is confidential. PURCHASING INFORMATION and SUPPLIER INFORMATION shall always be deemed as confidential.

GROUP COMPANY means any company that directly or indirectly controls, is controlled by or is under common control with the PARTY.

HAGER GROUP means the association of companies which are direct or indirect subsidiaries of Hager SE having its registered office in DE-66440 Blieskastel, Zum Gunterstal.

HAGER means the company within HAGER GROUP which exchanges information with the SUPPLIER on or outside the SUPPLIER PORTAL, invites the SUPPLIER to bid and, more generally, is in contact with the SUPPLIER with a view to negotiate a particular transaction or with a view to assess and certify the SUPPLIER with regard to future business relationships.

PARTY means, depending on the context, the SUPPLIER or HAGER or SP.

PASSWORD is the confidential code provided by SP to the SUPPLIER under which the SUPPLIER is authorized to access the SUPPLIER PORTAL.

PURCHASING INFORMATION is content and documentation (including bid invitations to SUPPLIER) posted by HAGER on the SUPPLIER PORTAL related to or relevant for purchasing.

SP ("service provider") is Hager Electro GmbH & Co. KG which has its registered office in DE-66440 Blieskastel, Zum Gunterstal.

SUPPLIER INFORMATION means any information (including without limitation, data, text, graphics, and bid) posted on or transmitted by the SUPPLIER to or through the SUPPLIER PORTAL.

SUPPLIER means a physical person or entity that has already or in the future possibly may have business relationships with Hager.

STATEMENT means any PARTY's declaration of intent, i.e. if the PARTY wants to be bound by its declaration or if it appears for an objective third party that the PARTY wants to be bound by its declaration.

USER are the employees of the SUPPLIER who can access the SUPPLIER PORTAL via the PASSWORD which SP has provided to the SUPPLIER.

SUPPLIER PORTAL is an internet platform operated by SAP ARIBA with the features as described herein by which HAGER and the SUPPLIER exchange PURCHASING INFORMATION and SUPPLIER INFORMATION.

2. Object of these terms and conditions

These terms and conditions govern

- the use of the SUPPLIER PORTAL between SUPPLIER and SP
- the use of the SUPPLIER PORTAL between SUPPLIER and HAGER and

- Supplier's agreement on Hager's sustainable Growth and Ethical Trading Policy.

3. Terms of use between SUPPLIER and SP

3.1 Supplier Portal

- 3.1.1** The SUPPLIER PORTAL is operated by a third party service provider called SAP Ariba and by SP. PURCHASING INFORMATION can be received and sent through the SUPPLIER PORTAL by the SUPPLIER. SP assumes no liability for the function or the availability of the portal.
- 3.1.2** The SUPPLIER PORTAL may contain links to websites not operated, controlled or supervised by SP. These links are for convenience only. The inclusion of a link or reference does not imply the endorsement of the linked site by SP. SP is not responsible for the availability or content of these sites or for any viruses or other damaging elements encountered in linking to a third party website.
- 3.1.3** The SUPPLIER is free to use his own service providers for the transmission of electronic messages from the SUPPLIER PORTAL (interface) to his systems. It is the SUPPLIER's own responsibility to commission, instruct, supervise and compensate his own service providers.

3.2 Use of the Electronic Supplier Portal

- 3.2.1** To facilitate the use of the SUPPLIER PORTAL for the SUPPLIER, cookies as well as flashcookies can be used to temporarily store all information entered.
- 3.2.2** The SUPPLIER verifies and updates the data provided in his SUPPLIER PORTAL. In particular the SUPPLIER ensures that the contacts indicated in the supplier portal are always current. It is the SUPPLIER's duty to arrange for a delegate regulation.
- 3.2.3** The SUPPLIER PORTAL may exclusively be used for business purposes. For security reasons the exchange of highly confidential data shall take place over a secured connection.
- 3.2.4** SP does not guarantee and does not assume any liability that access to the SUPPLIER PORTAL will function as intended or be uninterrupted or that the SUPPLIER PORTAL or the access to it will be free from viruses.
- 3.2.5** SP does not guarantee that unauthorized third parties may never be able to defeat security measures or use the SUPPLIER's personal information for improper purposes. Exchange of data and SUPPLIER INFORMATION on the SUPPLIER PORTAL is therefore at SUPPLIER's own risk.
- 3.2.6** The PARTIES, where required, make available their communications systems, software, security processes, service- and test facilities in a manner that ensures successful and reliable transmission as well as the receipt of electronic messages. In particular SP and SUPPLIER ensure that there are adequate security measures in place to enable a secure exchange, use and modification of electronic messages as well as other electronic data and to prevent data leakage or loss of data.
- 3.2.7** SP bears the costs for the operation of the SUPPLIER PORTAL. Costs for additional modules or interfaces available from SAP Ariba and desired by the SUPPLIER are to be borne by the SUPPLIER.
- 3.2.8** SP may terminate, suspend or restrict the SUPPLIER's access and use of the SUPPLIER PORTAL at his own discretion at any time and without prior notice and liability towards the SUPPLIER.

3.3. Duties of the SUPPLIER

- 3.3.1** SUPPLIER's activities on the SUPPLIER PORTAL must comply with any applicable laws and regulations, particularly those involving data privacy.
- 3.3.2** Anyone using the SUPPLIER PORTAL under the SUPPLIER's account shall not place or transmit data, applications, contents or hyperlinks on and through the SUPPLIER PORTAL, that
 - a) violate good morals;
 - b) harm other persons, in particular minors, or infringe their personal rights;
 - c) infringe any intellectual property right or any other property rights;
 - d) contain computer viruses or which may otherwise impair, alter or destroy technical equipment, software, or data belonging to SP or third parties;
 - e) are illegal, unauthorized or otherwise inappropriate.
- 3.3.3** The SUPPLIER is liable for any damage caused through any inappropriate use of the SUPPLIER PORTAL under his account.
- 3.3.4** The SUPPLIER shall keep SP harmless from any third-party claims relating to any inappropriate use of the SUPPLIER PORTAL under the SUPPLIER's account.

3.4 Liability – indemnity

To the largest extent permitted under applicable law neither SP nor HAGER nor any of their employees can, regardless the cause thereof, be held liable for any direct, indirect, consequential or other losses or damages of whatsoever kind resulting from access or use of this SUPPLIER PORTAL, including those from inaccuracies or omissions in this SUPPLIER PORTAL, from any decisions the SUPPLIER makes based on the PURCHASING INFORMATION, from viruses from the use of this SUPPLIER PORTAL or the non-accessibility of this SUPPLIER PORTAL.

3.5 Data backups and storage

3.5.1 The SUPPLIER hereby explicitly agrees to the permanent storage and use by SP of SUPPLIER INFORMATION provided by the SUPPLIER by using the SUPPLIER PORTAL.

3.5.2 The SUPPLIER shall be responsible for backup copies of all messages and/or SUPPLIER INFORMATION sent or generated by him, and all information he exchanges with HAGER.

3.5.3 SP is not obliged to provide the SUPPLIER with a copy of any message or other information that was exchanged with the SUPPLIER via the SUPPLIER PORTAL.

3.5.4 SP will not be liable if any message or other data or SUPPLIER INFORMATION is lost.

4. Terms of use between SUPPLIER and HAGER

4.1 Information transmission

4.1.1 With the conclusion of this AGREEMENT, the option of electronic messaging is provided besides the means of communication stipulated in any other purchasing agreements.

4.1.2 As far as HAGER is sending PURCHASING INFORMATION to the SUPPLIER, the SUPPLIER commits himself to transfer SUPPLIER INFORMATION for the particular transaction solely via the SUPPLIER PORTAL.

4.1.3 HAGER and SUPPLIER acknowledge that STATEMENTS transmitted via the SUPPLIER PORTAL constitute effective and enforceable rights and duties. HAGER and SUPPLIER warrant that the persons transmitting electronic messages have adequate authority.

4.1.4 PURCHASING INFORMATION as well as SUPPLIER INFORMATION are deemed as received when they are accessible on the receiving computer. It is each PARTIES duty to ensure the transmission and receipt of electronic messages work.

4.1.5 In case the receipt or transmission of PURCHASING INFORMATION or SUPPLIER INFORMATION is temporarily or constantly impossible, interrupted or delayed (“Interruption”), the SUPPLIER shall immediately inform HAGER about the nature, start, anticipated duration and the end of the Interruption.

4.1.6 The SUPPLIER is solely responsible for any SUPPLIER INFORMATION posted or transmitted under his account on or through the SUPPLIER PORTAL. The SUPPLIER using SUPPLIER PORTAL warrant that he has the right to post or transmit such SUPPLIER INFORMATION and that the SUPPLIER INFORMATION is correct and complete.

4.1.7 HAGER is under no obligation to check SUPPLIER INFORMATION to ascertain completeness, truthfulness or accuracy.

4.2 Requests for Information or Quotation

4.2.1 HAGER can transmit requests for quotation to the SUPPLIER over the SUPPLIER PORTAL. For this purpose the SUPPLIER will receive the necessary information and the technical documentation. The SUPPLIER will complete a form with details of the quotation. Submitted quotations are binding and not visible for other suppliers.

4.2.2 If HAGER does not accept the quotation it will inform the SUPPLIER accordingly. Thereafter the SUPPLIER is not bound to his quotation any more.

4.2.3 HAGER’s decision about the acceptance or the rejection of the submitted quotations can neither be contested by the SUPPLIER nor may the SUPPLIER raise any other claim based on the request for quotation.

4.2.4 The SUPPLIER has a non-exclusive and non-transferable right to use the PURCHASING INFORMATION provided on the SUPPLIER PORTAL to the extent necessary to elaborate his bids and for the submission of SUPPLIER INFORMATION for submission to HAGER.

4.3 Confidentiality

4.3.1 Confidentiality obligation

4.3.1.1 The PARTIES agree that they will not distribute, disclose or otherwise disseminate CONFIDENTIAL INFORMATION unless in accordance with this section 4.3.

4.3.1.2 There shall be no obligation to keep confidential CONFIDENTIAL INFORMATION for which can be proved:

- a) that such CONFIDENTIAL INFORMATION is or becomes generally available to the public other than as a result of a breach of this AGREEMENT, as evidenced by documents which are generally published;
- b) that such CONFIDENTIAL INFORMATION was already in possession of the receiving PARTY without restriction prior to any disclosure hereunder, as evidenced by prior existing records of the receiving PARTY;
- c) that such CONFIDENTIAL INFORMATION is or has been lawfully disclosed to the receiving PARTY by a third party, not employed by or otherwise affiliated with the disclosing PARTY who is free lawfully to disclose the same;
- d) that such CONFIDENTIAL INFORMATION is independently developed by personnel having no access to the CONFIDENTIAL INFORMATION by the receiving PARTY and no CONFIDENTIAL INFORMATION disclosed hereunder has been used directly or indirectly for such development as evidenced by the written records of the receiving PARTY; or
- e) that such CONFIDENTIAL INFORMATION is mandatory requested to be disclosed by any rule, court, law, state, agency or political subdivision thereof having jurisdiction.

If only a portion of any CONFIDENTIAL INFORMATION falls under one or more of the preceding exceptions, the remaining CONFIDENTIAL INFORMATION shall continue to be subject to the prohibitions and restrictions as set out in this section 4.3.

4.3.1.3 In return for provision of CONFIDENTIAL INFORMATION the PARTIES agree: that CONFIDENTIAL INFORMATION received by a PARTY shall be used exclusively for the purposes for which the disclosing PARTY provides or, for an objective third party, seems to provide the CONFIDENTIAL INFORMATION;

that contractors, agents, advisors and representatives who need to know it in order to enable the receiving PARTY to achieve these purposes may be given access to the CONFIDENTIAL INFORMATION only after such contractors agents, advisors and representatives have accepted – vis-à-vis the receiving PARTY – obligations of confidentiality similar to those contained in this section 4.3;

to copy, reproduce or analyze, evaluate and/or test the CONFIDENTIAL INFORMATION only to the extent reasonably necessary in connection with the purposes for which the disclosing PARTY provides or, for an objective third party, seems to provide the CONFIDENTIAL INFORMATION and to keep the CONFIDENTIAL INFORMATION under security conditions no less rigorous than those used for CONFIDENTIAL INFORMATION of the receiving PARTY of equivalent sensitivity, and in any event taking reasonable precautions for its safe custody; and to return promptly all CONFIDENTIAL INFORMATION to the disclosing PARTY as provided to in clause 4.3.2 hereof.

4.3.1.4 Each PARTY shall have the right to make the CONFIDENTIAL INFORMATION available on a need-to-know basis to its GROUP COMPANIES.

4.3.2 Return, destruction of Confidential Information

Upon disclosing PARTY's written request the receiving PARTY shall immediately undertake to return, to destroy or to extinguish any written or otherwise recorded CONFIDENTIAL INFORMATION others than SUPPLIER INFORMATION (see clause 3.5.1) received from the other PARTY, including any copies made, to the other PARTY, if not stipulated otherwise by law. The PARTY requesting that all written CONFIDENTIAL INFORMATION be returned, destroyed or extinguished must be issued with confirmation that all such CONFIDENTIAL INFORMATION has been returned, destroyed or extinguished. This provision does not require the destruction of archived copies of CONFIDENTIAL INFORMATION created as part of routine computer security backups, so long as the receiving PARTY undertakes that it will not access such backups other than as necessary to restore computer systems generally in the event of a failure.

4.3.3 Miscellaneous provision

- 4.3.3.1 Unless otherwise agreed to in writing by the PARTIES hereto, the obligations set forth in this section 4.3 shall survive any termination of this AGREEMENT for a period of five (5) years from the date of any such termination.
- 4.3.3.2 The PARTIES agree that monetary damages may not be sufficient remedy for any breach of this section 4.3 and the disclosing PARTY shall be entitled to seek injunctive relief to remedy or prevent any breach or threatened breach of section 4.3 of this AGREEMENT by the receiving PARTY. Such remedy shall be in addition to all other remedies available in law or in equity.
- 4.3.3.3 Nothing contained in this AGREEMENT shall be construed as granting or conferring rights by transfer of property, license or otherwise in any CONFIDENTIAL INFORMATION. All rights in the CONFIDENTIAL INFORMATION are reserved by the disclosing PARTY and shall remain its property (including copies made by the receiving PARTY) and no rights or obligations other than those expressed herein are granted or to be implied from this AGREEMENT.
- 4.3.4 Extension to future contracts
If a supply relationship is established and contracts are entered into by the PARTIES, this section 4.3 of the AGREEMENT shall be deemed incorporated into such contracts and the terms of this section 4.3 apply to these contracts, unless the respective contract explicitly provides otherwise and expressly excludes the terms of section 4.3 of this AGREEMENT. In any such case, each PARTY shall use the CONFIDENTIAL INFORMATION only to the extent necessary for the performance of the respective contract.

5. Agreement on Hager's sustainable Growth and Ethical Trading Policy

Corporate sustainability starts with a company's value system and a principles-based approach to doing business. This means operating in ways that, at a minimum, meet fundamental responsibilities in the areas of human rights, labor, environment and anti-corruption.

As family owned association of companies, HAGER GROUP put high efforts on corporate sustainability and wants only work with SUPPLIERS to share our values. In addition in some market and for some customer groups the respect of certain sustainability rules and guidelines is a prerequisite for business. Therefore HAGER can only do business with SUPPLIERS that comply with following criteria.

5.1 Environment Management System

HAGER encourages the SUPPLIER to have an Environmental Management System (EMS) ensuring effective planning, operation and control of the environmental aspects. HAGER encourages the SUPPLIER to certify its EMS as compliant to the ISO 14001 international standard.

5.2 Eco Design & Product Environmental Profile

To support HAGER GROUP in the eco-design of its products, the SUPPLIER engages to investigate opportunities to reduce product's environmental impact.

HAGER GROUP provides to its customers Product Environmental Profiles for its products based on environmental life cycle assessments. The SUPPLIER engages to forward to HAGER all the requested information, where available, in order to enable HAGER to assess the environmental impact of the delivered goods.

5.3 RoHS, REACH and absence of halogen

The SUPPLIER has to comply with all the requirements set out in the European regulation 1907/2006/EC (REACH), in particular with the duty anchored there in Article 33 to communicate information on substances in articles, and will, beyond that, inform us if the article contains SVHCs (Article 57 REACH) or not, i.e. even if the article does not contain SVHCs (notification about the non-existence of SVHCs) and, if the article contains SVHCs, irrespective of whether or not the concentration is above or below 0,1% w/w.

And, since almost all our products are covered by the European directive 2011/65/EC, the SUPPLIER attest that none of the substances, preparations, materials, parts, sub-assemblies or products that it delivers to HAGER exceeds the maximum concentration value levels referred to in it.

It is also requested to deliver the maximum concentration value in part per million (PPM) for the halogens Bromine, Chlorine, Fluorine & Iodine contained in goods delivered to HAGER.

For the purposes of the abovementioned REACH and RoHS attestations as well as the certificate for halogens, measurements and calculations shall be made using the standards requested in the PPAP (Production Part Approval Process).

5.4 All forms of forced and compulsory labor is eliminated.

The SUPPLIER recognizes the principle of the freedom of choice of employment. The SUPPLIER must not, under any circumstances, resort to forced or compulsory labor. Labor is deemed to be forced or compulsory when it is imposed by means of a threat (withholding of food, confiscation of land, non-payment of salary, physical abuse, etc.) (ILO Conventions nos. 29 and 105).

5.5 Working conditions are safe and hygienic

A safe and hygienic working environment shall be provided, bearing in mind the prevailing knowledge of the industry and of any specific hazards. Adequate action plans shall be deployed to prevent accidents and injury to health arising out of, associated with, or occurring in the course of work, by minimizing, so far as is reasonably practicable, the causes of hazards inherent in the working environment (ILO Convention no. 155).

5.6 No discrimination is practiced

There is no discrimination in hiring, compensation, access to training, promotion, termination or retirement based on race, caste, culture, physical appearance, national origin, religion, age, disability, gender, marital status, sexual orientation, union membership or political affiliation (ILO Convention no. 111).

5.7 Freedom of association & the right to collective bargaining are respected.

- a. The SUPPLIER acknowledges the global right of workers to form labor unions and join the labor union of their choice and agrees to ensure that union independence and pluralism are maintained (ILO Convention no. 87).
- b. The SUPPLIER is committed to protecting union members and leaders and to abstaining from all forms of anti-union discrimination (ILO Convention no. 135).
- c. The SUPPLIER is committed to promoting collective bargaining, a key aspect of relations between labor and management (ILO Convention no. 98).

5.8 Child labor shall be not used

- a. The SUPPLIER is prohibited from employing children in violation of the stipulations of the International
- b. Labor Organization's conventions (ILO Convention no. 138).
- c. Children and young persons under 18 shall not be employed at night or in hazardous conditions.

5.9 Living wages are paid

- a) The SUPPLIER is committed to ensuring that living wages is at least equal to the minimum amount mandated by law and the guaranteed minimum for the profession or as set forth in the relevant collective bargaining agreements.
- b) The SUPPLIER acknowledges the principle of equal pay for equally valued and productive work, in particular between men and women (ILO Convention no. 100).
- c) Deductions from wages as a disciplinary measure shall not be permitted nor shall any deductions from wages not provided for by national law be permitted without the expressed permission of the worker concerned. All disciplinary measures should be recorded provided that such a recording is made in compliance with the local legal requirements.

5.10 Working hours are not excessive

- a) The SUPPLIER undertakes to ensure that the total number of hours worked is equal to or less than the totals set forth in the national legislation or the collective bargaining agreements in the concerned country.
- b) The SUPPLIER is committed to ensuring that break times and periodic days off correspond at the very least to the minimum conditions set forth in the national legislation or the collective bargaining agreements concerned.

5.11 Regular employment is provided

- a) To every extent possible work performed must be on the basis of recognized employment relationship established through national law and practice.
- b) Obligations to employees under labor or social security laws and regulations arising from the regular employment relationship shall not be avoided through the use of labor-only contracting, sub-contracting, or home-working arrangements, or through apprenticeship schemes where

there is no real intent to impart skills or provide regular employment, nor shall any such obligations be avoided through the excessive use of fixed-term contracts of employment.

6. Termination

This Agreement can be terminated by each PARTY at any time without notice by deactivating SUPPLIER's account.

7. General Provisions

- 7.1** This SUPPLIER PORTAL is controlled and operated by SP from its office in Germany.
- 7.2** SUPPLIERS who access the SUPPLIER PORTAL from other countries than Germany are themselves exclusively responsible for compliance with all applicable laws including any and all applicable laws regarding the transmission of data to and from Germany. Any access to or use of the SUPPLIER PORTAL from countries, where such access to or use of the content of the SUPPLIER PORTAL is unlawful, is expressly prohibited.
- 7.3** SUPPLIER shall not modify copy, reproduce sold, rent out, use, supplement or otherwise exploit brand names, marks and copyright notices in the SUPPLIER PORTAL. The same applies to alphanumeric codes and other content in and of the SUPPLIER PORTAL where a reasonable person under the circumstances would know, or have reason to believe that they are not intended to be modified, copied, reproduced, sold, rented out, used, supplemented or otherwise exploited other than on a need to know basis to elaborate the SUPPLIER's bids or SUPPLIER INFORMATION for submission to HAGER.
- 7.4** The PARTIES shall procure the observance of this AGREEMENT by their respective advisors, contractors, agents, representatives and those of its GROUP COMPANIES as if such advisors, contractors, agents and representatives were PARTIES to this AGREEMENT.
- 7.5** It is understood that this AGREEMENT is not intended to and does not obligate either PARTY to enter into further agreements or to proceed with any possible relationship or other transaction.
- 7.6** This AGREEMENT shall be governed by the laws of Germany. The exclusive venue of jurisdiction for all disputes arising out of or in connection with the use of the SUPPLIER PORTAL shall be the courts at Frankfurt/Main.
- 7.7** If any provision of this AGREEMENT shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this AGREEMENT and shall not affect the validity and enforceability of any remaining provisions. The ineffective or unenforceable provision shall be replaced by a provision reflecting the economic purpose of the affected provision as closely as possible.