



ThyssenKrupp AG
General terms and conditions of use for the ThyssenKrupp Sourcing Platform
version for suppliers 2.1, as at February 2007

Preamble

The ThyssenKrupp Group has set up a communications platform for business links to its suppliers at <https://sourcing.thyssenkrupp.info>. The platform serves to record supplier data electronically by means of questionnaires, the publication and processing of electronic RFIs/RFQs and auctions, the creation and transmission of supplier evaluations and the running of joint projects. Use of the platform is cost-free for suppliers and is regulated in these terms and conditions. Art. 5 of these terms and conditions applies exclusively to the use of the RFI/RFQ and auction functionality.

§ 1 Scope and services of the ThyssenKrupp Sourcing Platform

(1.) ThyssenKrupp AG operates a sourcing platform via which companies associated with ThyssenKrupp in the sense of Arts. 15 ff German Stock Corporation Act (AktG) (subsidiaries) may handle their sourcing activities. ThyssenKrupp offers sourcing services, including RFQs and auctions, exclusively for its subsidiaries on this platform (ThyssenKrupp Sourcing Platform services). The supplier may place its offers on this platform in electronic form. ThyssenKrupp provides a support service for suppliers, which can be reached using the e-mail address sourcing@thyssenkrupp.info. Inquiries to this e-mail address are usually processed during the period Monday to Friday, 9 a.m. – 5 p.m. (apart from on statutory public holidays).

(2.) The currently valid version of these general terms and conditions of use applies for the use of the ThyssenKrupp Sourcing Platform.

(3.) ThyssenKrupp is solely the technical service provider for the provision and transfer of platform data and participant's declarations in connection with their use of the ThyssenKrupp Sourcing Platform. ThyssenKrupp shall act neither as a representative, envoy or other officer for the supplier, nor as a commercial or other broker. Agreements between the subsidiaries and the suppliers are concluded independently of the use of the ThyssenKrupp Sourcing Platform.

The ThyssenKrupp Sourcing Platform does not guarantee uninterrupted, error-free operation.

ThyssenKrupp is not obligated to archive data and documents. This applies in particular to data required for accounting purposes.

§ 2 Definition of terms

(1.) "Subsidiaries" are all companies of the ThyssenKrupp Group with registered access to the ThyssenKrupp Sourcing Platform.

(2.) A "key user" is the employee of the supplier who enters, edits and deletes user authorizations.

(3.) "Users" are the employees of the supplier, authorized by the key user, who use the ThyssenKrupp Sourcing Platform services.

(4.) A "supplier" is someone who offers their products or services via the ThyssenKrupp Sourcing Platform.

(5.) "Platform data" are all access, contract, transaction, company, business and registration data.

(6.) "Access data" consist of the user name and password with which the user logs on to the ThyssenKrupp Sourcing Platform.

§ 3 ThyssenKrupp's rights

(1.) Registration
ThyssenKrupp is entitled but not obligated to check supplier registration information by collecting data from the supplier or from third parties. ThyssenKrupp may demand proof that each participant registered by the supplier is entitled to act as the supplier's representative. ThyssenKrupp is entitled to deny registration for factually justified reasons, in particular where a supplier gives false or misleading registration data or where there are indications of this.

(2.) Usage rights
ThyssenKrupp is entitled for the duration of the use of the ThyssenKrupp Sourcing Platform to use the supplier's company profile and business data, trademarks and signs to meet the requirements of the agreement for the use of the ThyssenKrupp Sourcing Platform, and in particular to copy, translate and communicate the data/information.

ThyssenKrupp domain names, logos/logotypes and trade names are legally protected. All other trademarks or signs appearing in ThyssenKrupp's services are not the intellectual property of ThyssenKrupp. The rights of the respective owners are reserved. ThyssenKrupp retains all ownership and usage rights for the current and future design of the ThyssenKrupp Sourcing Platform.

(3.) Blockage of impermissible content
Upon positive identification, ThyssenKrupp shall block without delay any illegal content, in particular in the case of a breach of Art. 4 Par. 8 (Ban on impermissible content).

(4.) Revocation of usage authorization in the case of misuse
ThyssenKrupp is entitled to exclude a supplier from using individual ThyssenKrupp Sourcing Platform services either temporarily or permanently if a supplier violates its contractual obligations, particularly those in Art. 4, despite a written reminder stating the breach.

In the event of a breach of obligations, ThyssenKrupp may block the supplier's platform data two weeks

after issuing a written warning. The warning of this block may be combined with the reminder of the breach. Blocking data without an announcement or observance of the two-week notice period is only permitted if

- there is imminent danger to ThyssenKrupp's facilities or public security or order, or
- immediate blocking is ordered by the authorities.

Once the supplier has made good the breach of obligations, ThyssenKrupp shall release the block if no further breaches by the supplier are expected.

§ 4 Supplier's obligations

(1.) Registration obligations
Each supplier must register before using the ThyssenKrupp Sourcing Platform. ThyssenKrupp records the registration data. The supplier is obligated to enter registration data correctly and completely, to update any changes promptly and to inform ThyssenKrupp thereof. The registration usually becomes effective once ThyssenKrupp provides the supplier with the access data.

(2.) Compliance with the general terms and conditions of use
The supplier is obligated to comply with these general terms and conditions of use. The supplier must also ensure that the key user and users comply with these general terms and conditions of use.

(3.) Selection of competent employees, representation rights
The supplier may only nominate persons with suitable experience as key user and users. It must grant them power of representation to issue and receive declarations of intent in its name. The supplier shall provide ThyssenKrupp with a list of the names of authorized key users and users on January 01 each year.

(4.) Key user obligations as part of self service
A supplier's key user is responsible for the registration, ongoing maintenance and blocking of ThyssenKrupp Sourcing Platform users.

(5.) Technical requirement and data check obligations
The supplier is obligated to provide all equipment and technology required for using the ThyssenKrupp Sourcing Platform. This applies in particular to all necessary appliances, data transfer connections and telecommunication services, as well as to the acquisition of browsers and the use of encryption



processes. The supplier must conclude suitable agreements with third parties in its own name and is responsible for ensuring compliance with applicable international, European and national regulations. The technical requirements are defined in the currently valid version of the ThyssenKrupp Sourcing Platform supplier guidelines. The supplier shall bear the incurred costs and other burdens.

(6.) Prohibition of manipulation

The supplier may not in any form manipulate the services of the ThyssenKrupp Sourcing Platform. In particular, the supplier may not make any entries of transfer any data containing viruses, trojan horses or similar executable program codes; or which may contain and/or are suitable for damaging, viewing, intercepting, forwarding or deleting data or systems; or which enable unauthorized persons to access data systems or areas. The supplier may not use mechanisms, software or other routines which may disrupt or overload the ThyssenKrupp Sourcing Platform.

(7.) Secure storage of user access data

Access data are to be protected from identification, access and use by third parties. This particularly applies to supplier employees not nominated as key users or users. Actions under a key user's/user's access data shall be seen as their actions and assigned to the supplier. This does not apply where supplier can prove to have complied with the requirements of Sentences 1 and 2.

(8.) Ban on impermissible content

Offers or requests which are illegal, (particularly under penal law) or immoral are not permitted. The supplier is obligated to inform ThyssenKrupp without delay upon becoming aware of concrete indications of a violation of one of the obligations in the paragraphs above.

(9.) Ban on amendment and utilization; trademark rights

The supplier may not amend, publish, transfer, participate in the transfer or sale of, save, duplicate, produce derived content from, distribute or advertise the services of the ThyssenKrupp Sourcing Platform or parts thereof or utilize the services and information in any other commercial way. The supplier undertakes not to violate the rights of other suppliers or third parties.

(10.) Archiving

The supplier is obligated to archive records and documents required for accounting purposes through suitable technical provisions at its own cost.

(11.) Confidentiality

The contracting parties are obligated to treat confidentially all business secrets or comparable information to which they become privy through their business relationship. The confidentiality obligation does not apply to information, data and knowledge proven to be already known to a party or in the public domain before or after they obtain it via the platform, without the party being responsible for this or where the information was made available at any point in time by third parties who, to the best of the party's knowledge, were entitled to have it. The confidentiality obligations shall apply for a period of three years from the time of becoming privy to the information. Third parties in terms of this Agreement are not companies affiliated to the parties pursuant to Arts. 15 ff. AktG.

§ 5 Realization of agreements through use of the RFI/RFQ and auction functionality

The relevant subsidiary's contract terms (incl. the general purchasing terms and conditions) are available to the supplier as part of an RFQ or Auction. Supplier offers are based on these and are therefore binding. Acceptance of the supplier's offer by the subsidiary means that an agreement has been reached under the terms offered.

§ 6 Data protection

ThyssenKrupp complies with valid European, national and country-specific data protection regulations. ThyssenKrupp undertakes to record, process or use minimal or no personal data and to make data anonymous where possible.

Upon registration, the supplier consents that ThyssenKrupp shall record, process and use platform data required exclusively in fulfillment of the agreement for the relevant ThyssenKrupp Sourcing Platform services.

The supplier retains the right to demand details about the information it has provided and to amend it at any time.

§ 7 Liability for restrictions to the internet platform

The supplier is liable for damages caused to the platform (e.g. through deliberately initiated virus attacks) by itself, its legal representatives or assistants.

§ 8 Amendments to the general terms and conditions of use

ThyssenKrupp is entitled to amend the general terms and conditions of use at any time.

The currently valid version of the general terms and conditions of use is stored on the internet on the platform (<https://sourcing.thyssenkrupp.info>) and on the ThyssenKrupp AG Purchasing website pages (www.thyssenkrupp.com). ThyssenKrupp shall publish amendments to the general terms and conditions of use on these pages.