



Rittal supplier portal

Terms of use and data privacy statement

I. Terms of use

1. General

You need to register in order to be able to use our supplier portal. By completing the registration process, you make an offer to us for the conclusion of a contract for the use of our supplier portal under the following terms of use. We accept this offer by activating your user ID. In this way, the contract between you and us, or between the legal entity represented by you and us, is concluded.

We are entitled to modify the terms of use with effect for the future. In this case, we will inform you in form of a written note (§ 126b German Civil Code) with two weeks' prior notice before the modifications take effect. You are deemed to have accepted the modified terms of use if you do not object to them within two weeks of becoming aware of them. You can send your objection to our company, at

Widerspruch@Rittal.de

If you have made an objection, we shall be entitled to block your access to the supplier portal.

We are entitled to change, extend or limit the possibilities of use offered on our supplier portal, unless this is unacceptable for you.

2. Registration, access data

The data which you enter during your registration must always be true and complete. You are obligated to inform us about any changes of your data without delay.

If you act on behalf of a legal entity, you have to indicate this fact clearly and completely in the registration. We are not obligated to check your power of representation. You are obligated to furnish proof of your power of representation upon request. If you fail to comply with this obligation within an appropriate period of time, we shall be entitled to block your access to the supplier portal.



You receive a user ID and a password for the use of the portal. You are obligated to maintain secrecy regarding your user ID and password. We do not disclose the passwords to third parties and we do not ask you to disclose your password to us at any point in time.

In case of loss or suspicion of misuse of the access data, you shall be obligated to inform us immediately. We shall be entitled to take suitable counteraction, in particular, to block your access to the supplier portal.

If you, as supplier of Rittal, intend to use other POOL4TOOL customer portals with the same login data, as well, you will have to release your basic data (company name and address) for the central supplier directory of POOL4TOOL at 2relation.com. That is why the following message appears during the registration process:

OPTION: I want to be able to use my user login on other portals of POOL4TOOL AG, as well, apart from the Rittal portal. For this purpose, company name and address are released for the central supplier directory of POOL4TOOL.

The release can be revoked at any time.

3. Intellectual property rights, industrial property rights

All content of our supplier portal (including all documents and texts) is protected by copyright or subject to industrial property rights. We allow you the inspection and downloading of our supplier portal exclusively for your own purposes, within the scope and for the performance of the supply relationships with our company. Apart from that, all rights remain with us. Any other duplication, processing, retransmission and any other use of the content requires our prior written consent.



4. Liability

We have compiled the information on our supplier portal with the greatest possible care. It is constantly checked for accuracy and completeness of the content, as well as updated and extended. Despite all due diligence, the following restrictions must be observed:

Own content: We regularly check and update the information on our supplier portal. However, owing to the complexity of our content, we cannot rule out the possibility that single pieces of information made available by us are faulty, out of date or incomplete. Therefore, we shall not accept any liability for the correctness, up-to-dateness and completeness of the information made available by us.

Please let us know if you find out that our content is not faultless, up-to-date, complete or comprehensible. We shall endeavour to take remedial measures within a short period of time.

Content of third-party suppliers: If our supplier portal provides links to third-party websites, these links have been established by us to the best of our knowledge and belief and with the greatest possible care. In this context, we have checked the trustworthiness of the suppliers and the accuracy and legality of the third-party content. However, the content of third-party websites is subject to dynamic changes which we cannot check in any individual case and which we cannot influence. In this respect, we expressly disclaim any responsibility for the content of such third-party websites and we explicitly state that we do not appropriate their content. Please understand that we do not accept any liability for damage arising from the use or disuse of any third-party web content.

Please let us know if you detect links which, in your opinion, refer to any unlawful or faulty third-party content. We will immediately check these links, and we will remove them from our supplier portal if these links violate any applicable laws or regulations.



Regarding the use of our own as well as any third-party content or regarding any other use of the supplier portal, any possible claims for reimbursement or any liability claims to which you may be entitled - irrespective of their legal grounds - shall be excluded, unless specified otherwise below. Therefore, in particular, we are not liable for loss of profit or any other financial losses. To the extent that our contractual liability is excluded or limited, this shall also apply to the individual liability of employees, representatives or vicarious agents.

The foregoing limitation of liability shall not apply if the cause of damage is based upon intentional wrongdoing or gross negligence, in case of personal injury, if there is a claim for damages according to the product liability law or insofar as we have assumed a guarantee.

If we commit a slightly negligent violation of a material contractual duty, the obligation to pay compensation shall be limited to the damage that is typically to be expected; material contractual duties are those which are indispensable for the proper and due performance of the contract, and which you may rely on.

Apart from that, our liability for damages shall be excluded.

5. Confidentiality

You undertake to treat any information as strictly confidential, in particular documents or data which have been made accessible, regardless of their content (hereinafter jointly referred to as "Information"), of which you have become aware within the scope of our supplier portal. Without our written consent, you shall not be authorized to use information for purposes other than those provided for in the contract, to disclose such information to third parties or to evaluate it economically in any other manner (not even partially).

You shall also impose these duties of secrecy on your employees and, on our request, furnish proof to us that you have met our aforementioned requirement.

The duty of secrecy does not apply to any information which



- has already been known to you beyond the contractual relationship;
- has been lawfully obtained by third parties;
- is already in the public domain or is or becomes state of the art;
- is/will be released by us;
- is/becomes generally known to the public through no fault of your own.

The duty of secrecy regarding technical information shall expire five years after termination of the contractual relationship.

6. Miscellaneous

Place of jurisdiction for both parties is Herborn if you are a merchant within the meaning of the German Commercial Code (HGB); if we take legal action, your place of general jurisdiction shall also be applicable, apart from the aforesaid place of jurisdiction.

The law of the Federal Republic of Germany applies to all legal relationships between you and us.

In all questions concerning the use of our supplier portal, please exclusively contact the responsible person specified in the user documentation.



II. Data protection

1. General

We take data protection seriously. The collection of your data is performed within the bounds of the statutory provisions. In the text that follows, we will show you what applies to us in our dealings with your personal data.

2. What are person-related data?

Person-related data for example include information such as your (correct) name, address or telephone number. This may also include your email address if it contains your name and your identity can be determined in this way. Information without any reference to your identity, e.g. only the age or the sex, is therefore not regarded as person-related data.

3. What is the purpose of collecting and saving person-related data?

We collect your personal data when you register on our supplier portal. Apart from that, we collect data regarding the duration, type and extent of use of the offer for the purposes described in the text that follows. We only collect, process and use person-related data which are required for the use of the supplier portal and its personalization.

4. Which general information is acquired?

When you access our supplier portal, general information is automatically saved in a log data file. While doing so, the system saves the name of the file retrieved, date and time of the retrieval, a description of the type of the web browser used, the data volume transmitted, and a message whether the retrieval has been successful or not. These data are also generated when accessing any other website on the Internet.



Thus, it is not a special function of our website. The data storage takes place for reasons of data security. The evaluation of these data takes place exclusively for statistical purposes in anonymous form.

5. How do we use your data in case of purchase orders and service inquiries?

During the processing of your data, your details that require protection will always be handled in accordance with the legal provisions. We need the data from mandatory fields marked as such to process your relevant inquiry or your order. Any additional data collected are voluntary and are used to optimize our service offer and for statistical purposes, if applicable.

6. Which technical standards do we use?

For the data transfer, we offer you the so-called TLS security method (Transport Layer Security). This technology offers highest security. You can see the transfer of encrypted data directly in your browser (e.g. by means of a closed key and/or lock symbol in the lower status bar of your browser, or at the end of the URL line).

7. How do we protect your personal data?

We save your personal data on an especially protected server in Austria. Your personal data are protected from unauthorized access using series-connected security systems. Our employees and our system service providers regularly check the effectiveness of the protection. These employees are bound to secrecy regarding the handling of the processed, person-related data and the content of such data. We only disclose such data to third parties if you have expressly agreed to it, or if we are required to do so by law. In particular, we do not disclose the data to third parties,



unless we are required to do so according to § 14 clause 2 TMG [German Telemedia Act] or any other inquiry by a regulatory authority on a statutory basis.

8. How do we use cookies?

Cookies are small text files containing information that identifies recurrent users exclusively for the duration of their visit to our site. The cookies are stored on the hard drive of your computer. This allows us to adapt our websites to your interests. These cookies provide us with information about type and version of the browser, the URL click stream (sequence of the websites of our supplier platform visited by you), date and time of your visit to our portal and the cookie number. The cookies of our websites do not provide us with personal data. In order to find out whether our websites have already been accessed from your computer, merely the cookie on your computer is identified.

Furthermore, cookies offer you, as user of personalized services, the possibility of not having to re-register every time. In no case, however, will person-related data be generated or given to third parties, nor will a link be established with person-related data.

10. How do you exercise your right to information and your right to objection?

Your trust is important to us. Thus, upon request, we will be pleased to inform you about the data we have stored regarding your person, about their origin and recipient as well as the purpose of the relevant storage. If you wish information about the data we have stored regarding your person, please contact us in writing at

Rittal GmbH & Co. KG, Auf dem Stützelberg, D-35745 Herborn.



Likewise, upon request, we are obligated to correct, block or delete the data we have stored regarding your person, provided that this does not conflict with other statutory provisions (e.g. the legal obligation to retain data).

If you have any questions or if you want to make use of your right to objection in any of the aforementioned cases, please do not hesitate to contact us.

Office responsible for data processing:

Rittal GmbH & Co. KG, Data Protection Officer/Datenschutzbeauftragter, Auf dem Stützelberg, D-35745 Herborn.