

pronet Bidder Agreement (Version 1) - General terms and conditions for the usage of pronet

Preamble

The Elevator group and its associated companies ('Elevator') have teamed up with SAP Ariba ('Site Owner') to conduct negotiations ('On-Line Events') through SAP Ariba's online cloud services platform ('Site'). This platform serves to record vendor data electronically by means of questionnaires, and the publication and processing of electronic RFIs/RFPs and auctions. Using the platform as a vendor is regulated in SAP Ariba's terms of use (suppliers) and in the Ariba Privacy statement. In addition to these, by using the site, your company ('Participant' or 'You') agrees to the following terms and conditions ('Bidder Agreement'):

1. Registration.

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

2. Bids.

If you are invited to participate in an On-Line Event, Elevator (the respective company tendering the bid) reserves the right to amend, modify or withdraw this On-Line Event. Elevator (the respective company tendering the bid) reserves the right to accept or reject all or part of your proposal. Submission of a bid does not create a contract or any expectation by participant of a future business relationship. Rather, by submitting a bid, you are making a firm offer, which Elevator (the respective company tendering the bid) may accept to form a contract, subject to section 3 below. Elevator (the respective company tendering the bid) is not liable for any costs incurred by participant in the preparation, presentation, or any other aspect of participant's bid.

3. Realization of agreements through use of the RFI/RFP and auction functionality.

a)

All bids which Participant submits through the On-Line Events are legally valid quotations without qualification. Orders are only binding where they have been issued by Elevator (the respective company tendering the bid) either in writing or electronically.

b)

The contract terms of the respective Elevator company tendering the bid (incl. the general purchasing terms and conditions and all other attached documents or texts) are available to the Participant as part of an RFP or Auction. All deliveries, services and offers from Participant shall exclusively be made and provided on the basis of these contract terms. They shall become an integral part of all contracts concluded by the Participant with Elevator or its affiliates. Terms and conditions of the Participant shall not be applicable, even if Elevator does not explicitly object to their validity in individual cases. Participant's offers with the integral part of Elevator's contract terms are binding. Acceptance of the participant's offer by the Elevator means that an agreement has been reached under the terms offered.

4. Confidentiality.

The contracting parties are obligated to treat confidentially all business secrets or comparable information, in particular all user names and passwords, on-line event content, 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 Elevator pursuant to Arts. 15 ff. AktG.

5. Bids through Site only.

Participant agrees to submit bids only through the on-line bidding mechanism supplied by the Site and not to submit bids via any other mechanism including, but not limited to, post, courier, fax, E-mail, or orally unless specifically requested by Elevator.

6. Data Protection.

Elevator complies with the applicable European, national and / or country-specific data protection legislation. Elevator will record, process or use personal data (name, email, phone) solely for the above described purposes. Participant can contact Elevator if her/his contact details should be deactivated for Elevator. For a deletion of contact details, Participant has to contact Ariba.

7. Ethical Conduct.

All parties will prohibit unethical behavior and are expected to notify the Site Owner and Elevator by contacting the appropriate project team if they witness practices that are counter-productive to the fair operation of the On-Line Event. If participant experiences any difficulties during a live On-Line Event, participant must notify Site Owner immediately.

8. Continuity.

The terms and conditions of this Bidder Agreement shall survive completion of the On-Line Event.