



Status as of: 2011-05-09

## General Terms of Use (GTU) - Supplier Portal

### 1.) Agreement:

By registering in our supplier portal, you expressly agree to the following General Terms of Use (GTU).

In case of changes of the GTUs, SMA will notify you two weeks in advance by e-mail or by other electronic means. The modified Terms of Use are considered to be accepted by you, if you do not make any objection at **Supplier-Portal.Support@SMA.de** within two weeks after receiving this notification. In case of an objection, please note that you will no longer be able to log into the supplier portal with your login data.

### 2.) Registration, Password, Accessibility:

In order to use this portal, you must register first. If you represent a legal entity, then you must clearly identify the full name of that entity during the registration process. In doing so, you confirm that you are authorized to register and all the data you enter is factual and complete. You are further required to inform SMA of any changes to your user data. You may not use an alias and must be of legal age when registering.

During registration, you will be given one or more user IDs and passwords that allow you to use the portal. You are obligated to keep user IDs and passwords confidential. SMA will never disclose password information to third parties or ask you for your password. Completing the registration process constitutes an offer on your part to enter into an agreement regarding the use of the supplier portal under these GTU.

SMA can choose to accept this offer by activating your user ID. The agreement between you or the legal entity you represent and SMA is thereby concluded.

SMA has no way of verifying whether a user logged into the portal actually is the person he or she claims to be or has the requisite authority to represent a legal entity. You are therefore obligated to provide only factual and non-misleading information regarding your person or the legal entity you represent.

Anyone, regardless of their internal relationship to the respective user, who legitimizes his or her entry through the entry of the access data has the right, in relation to SMA, to make statements which have legal effects, on behalf of the user. SMA is under no obligation to undertake additional confirmation of permission.

SMA reserves the right to modify or delete the services provided on the portal or offer different services unless such actions are considered unreasonable for you.

SMA must be notified immediately upon the loss of login data, or when it is suspected that the data has been misused. If SMA becomes aware of a loss of login data or possible misuse of the service, SMA is permitted to take the necessary countermeasures and, particularly in the case of misuse, to exclude the respective user from using the portal again. To ensure that notifications from SMA are received promptly, you must be able to access and respond to e-mails at your specified e-mail address.

### **3.) Blocking Access to the Supplier Portal, User Liability**

You have the option to have your login data blocked (deletion of the registration). You must immediately block your login data if you suspect that unauthorized users have gained access to it.

You must block (delete) your login data without delay or have SMA do so by sending an e-mail to **Supplier-Portal.Support@SMA.de**. SMA can only block access during regular business hours.

You are responsible for all attributable damages and secondary damages caused to SMA or a third party due to authorized or unauthorized use of the supplier portal, especially as a consequence of failure of nondisclosure, communication of data to third parties, or failure to block the login data.

If a third party (i.e., someone other than you) is using the portal in your name or on your behalf or in the name and on the behalf of the legal entity you registered for, both you and the third party in question confirm that you are responsible for using the portal and liable to SMA. You are obligated to furnish SMA with proof that you have the consent of the legal entity you represent upon request and to furthermore exempt SMA from all claims arising in connection with the use of the portal. SMA reserves the right to ban registered users from the portal at any time and deny them any further access if they are unable to provide sufficient proof of their authority to register on behalf of the legal entity they represent. When in doubt, the instructions given to SMA by the legal entity a user represents has precedence over the instructions from that user. In such cases the user has no right to demand from SMA further or unrestricted access to the portal.

### **4.) Using the Portal, Intellectual Property, Proprietary Rights**

The supplier portal provided for your use was developed by SMA and is protected by copyright laws. SMA possesses all the rights of use and distribution. You may use the information and results provided only under the Terms of Use set forth in this Agreement and only for your own benefit. Any use of the information and results obtained for purposes that go beyond the supplier relationship requires the expressed written consent of SMA.

SMA Solar Technology ("SMA") allows you to view and download the contents of this website only within the context of and for the fulfillment of supplier relationships with SMA. Any reproduction, processing, dissemination or other use of the contents requires the express written permission of SMA.

All content on this website (including all documents and texts) is copyright protected. All industrial property rights remain with SMA Solar Technology AG. Express written permission is also required to use the protected trademarks of SMA Solar Technology AG, particularly with regard to company names, logos and brands.

### **5.) Data Protection**

SMA places utmost priority upon protecting personal data. All personal data collected by SMA will be treated in strict confidentiality and will neither be passed on to third parties (with the exception of companies affiliated with SMA) nor used for purposes other than those stipulated in this Agreement.

When you visit the portal, we will only collect general technical information for internal use (e.g., the type of browser you are using, your IP address and the time and duration of your visit). We also collect your usage data when you login or register for services later (e.g., e-mail address, user ID, password). Furthermore, the cookies used by SMA are so-called "session cookies", that are deleted automatically when you log out or close your browser.

You can also disable cookies at any time using the relevant browser function or configure your browser to reject cookies. Note, however, that doing so may impair the functionality of services.

#### Consent/Revocation/Objection/Right to Information

By signing up for and using SMA services, you consent to SMA collecting and storing inventory, login and content data and using such data to design or improve services as needed and to analyze user behavior.

You may revoke your consent, either wholly or partially, at any time by sending an e-mail or letter to SMA. Revoking your consent may, however, prevent you from using services in a personalized manner. You can always lodge an objection at no cost by sending an e-mail to **Supplier-Portal.Support@SMA.de**.

Upon request and at no charge, SMA will be happy to tell you if and what kind of personal data it has stored from you or your username. SMA will correct any data it finds out to be incorrect.

Please send all inquiries about data use to: **Supplier-Portal.Support@SMA.de**

## 6.) Exclusion of Liability

All information provided on SMA websites is only intended for your own personal information and does not include binding warranties or guarantees. It is subject to change without notice both in technical and commercial terms (incl. prices). We shall only make binding commitments upon receipt of concrete inquiries. Due to these non-binding terms, any liability for the accuracy of the information is excluded.

SMA websites also contain links to websites that are run by third parties instead of SMA. These links only serve to provide you with additional information. SMA is not responsible for the contents of these websites and cannot be held liable for them. These third-party websites may be copyright protected just like ours are. Use of SMA websites is at your own risk.

SMA shall not assume any responsibility for the accuracy, correctness, completeness or quality of the information, documents, indicated prices or yields information that are made available. SMA assumes no responsibility for any errors or omissions in the specified information to which a reference was made there, or which is linked to it.

All liability claims against SMA relating to damages of material or immaterial nature, which were caused by the use or non-use of the provided information or due to the use of erroneous or incomplete information, are excluded as far as no intentional or grossly negligent culpability exists on the part of SMA. In particular this applies for damages arising from loss of use, data loss or loss of revenue. Liability for data loss is limited to the typical cost to recover the data which would apply when making regular backups appropriate to the risk, unless there was an intentional or grossly negligent act on the part of SMA.

The user hereby acknowledges that maintaining 100% availability of services or data is not technically feasible. In particular, maintenance, security or capacity issues or events outside the control of SMA may result in malfunctions or the temporary suspension of services. The user may not assert claims against SMA regarding availability.

## **7. Miscellaneous**

German law shall apply with the exclusion of international private law and the UN Convention on Contracts for the International Sale of Goods incorporated into German law. The place of jurisdiction for merchants as defined by the German Commercial Code (HGB) is the headquarters of SMA. The place of performance is always the headquarters of SMA. If any of the provisions of this Agreement be or become invalid, the validity of the remaining provisions shall not be affected. The ineffective provision shall be replaced with a regulation to be determined by means of interpretation, which comes as close as possible to the financially and actually intended regulation in a legally effective way.