

Terms of use Berglandmilch eGen (hereinafter referred to as “BLM”) supplier portal

1. Terms of use coverage

BLM offers the use of this Internet-based portal (web portal) in Austria and other European countries under the following terms. The terms of use apply to all information and data retrieved, entered, transmitted or made available via the web portal.

By confirming the terms of use and subsequent use of this web portal, the terms of use for this web portal and the information and services offered therein are effective.

BLM reserves the right to change these terms of use. In this case, when the web portal is accessed again, a request to accept the new terms of use will be made.

2. Information and data

BLM endeavors, to the extent reasonable, to ensure that the information and data contained in this web portal are correct, current and complete. Liability for the topicality, accuracy and completeness of the information and data provided is excluded.

BLM reserves the right to make changes or additions to the information or data provided without prior notice. The user is aware that 100% availability of Internet-based services cannot be guaranteed. The user is also aware that the security of Internet-based services is limited.

In the case that operationally or technically necessary work is required, BLM is authorized to interrupt access to the web portal, to limit access duration, or otherwise partially or completely suspend its operation for reasons of public safety, to protect against misuse of the web portal, to avoid serious disturbances of the web portal, to rectify software or stored data issues and to ensure data protection.

BLM assumes no responsibility for any disruption to the services resulting from

- a) interventions from users or third parties in the underlying infrastructures, hardware or software solutions,
- b) faulty, improper or negligent installation, operation or use of the access software as well as devices or systems required for the use of the web portal by users or third parties.

3. Obligations of the user

The user shall

- a) provide complete and truthful information when using the portal;
- b) keep any article information transmitted via the portal up-to-date;
- c) submit on request any product properties specified by the user that require proof or certifications etc.;
- d) not bypass security measures of the BLM system;
- e) not misuse the provided services;
- f) treat the provided data and information confidentially.

The user of the web portal is fully responsible for all information (with regards to content and accuracy of the information) that he or she enters via the web portal. The user is liable in particular for ensuring that no rights of third parties are violated.

The user is obligated to treat the provided and / or retrieved data and information confidentially. In particular, the information may not be made accessible to third parties or made known in any other way. The user is in



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particular obligated to maintain the confidentiality of information that is available to authorized users by means of a password in protected areas of the website.

The user is obligated to keep confidential all individual information agreed upon with BLM for the use of the web portal – such as any passwords and user certificates – and to protect them against unauthorized use by third parties.

The user is responsible for using the web portal in accordance with the laws of his or her country, in particular for users in countries other than Austria.

The user is liable for all consequences for which he or she is responsible resulting from unauthorized access or use by third parties. The same applies to violations of the confidentiality of data and information. If the user suspects that third parties have or have had unauthorized access to any data, information or access details, he or she must notify BLM without delay so that suitable measures can be taken.

If the user violates his or her obligations stated in these terms of use in a culpable and substantial manner, BLM has the right to prohibit further use of the web portal and to claim compensation for the damage caused by the breach of obligations.

4. Data protection

Personal data are treated in accordance with the Austrian data protection regulations.

BLM collects and uses login credentials. The customer agrees that BLM uses cookies to facilitate the provision of services.

In principle, data will only be collected and used to the extent necessary for the operation and use of the web portal.

5. Hyperlinks

BLM is not responsible for the content of websites that are referenced directly or indirectly by “links” and thus for the contents accessed by such connections. These links do not imply any internal reference to the linked external content. In particular, BLM does not adopt the linked content as its own. BLM assumes no responsibility for the availability or content of any such linked offers and for any damages and / or injuries arising from any use of such content. Connecting to linked offers is at the user's own risk.

6. Industrial property rights

The content of this web portal is protected by copyright. All rights are reserved. Text, images, graphics, sound, animations and videos as well as their arrangement in the web portal are protected by copyright and other protection laws. Reproduction or use in other electronic or printed publications is not permitted without the express consent of BLM. The same applies if third parties hold copyrights to the website contents.

Copying, downloading, distributing and disseminating, as well as saving contents of the web portal is only permitted for own purposes.

All trademarks mentioned within the web portal and protected by BLM or by third parties are subject, without restriction, to the provisions of the applicable trademark law and the rights of the respective registered owners. This applies in particular to company names, product names, logos and emblems.

7. Liability

This web portal was created with utmost diligence. Nevertheless, no guarantee can be given for the correctness and accuracy of the information contained. Any liability on the part of BLM for damages arising directly or indirectly from the use of this web portal shall be excluded unless they are based on intent or gross negligence on the part of BLM. BLM's liability is limited to slightly negligent breaches of essential contractual obligations, the fulfillment of which enables the proper execution of the contract and the compliance with which the user



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regularly trusts and relies (“cardinal obligations”), the breach of assumed warranty obligations or the absence of warranted characteristics on the contractually foreseeable damage.

BLM is in no case liable for incorrect information or data that users or third parties have entered in the web portal.

BLM assumes no liability for inaccuracies, errors or delays, nor for missing information or its incorrect transmission, as well as for any resulting damages. Liability for the functionality of the web portal and for damages resulting from a lack of functionality is also excluded. In particular, BLM assumes no liability for events over which it has no influence (force majeure).

Mandatory legal regulations, such as the Product Liability Act, remain unaffected by the above provisions.

The user is liable for all damages resulting from unauthorized use of the web portal.

8. Data security

Despite careful processing and regular updating of the security measures, BLM accepts no liability for unauthorized persons (so-called hackers or crackers) having access to the data sent via the network. In addition, BLM assumes no liability for in-house user misuse. It is the responsibility of the user to take appropriate in-house measures to prevent misuse of login names, passwords and / or other access information by employees, vicarious agents or third parties operating from within the user's business premises.

9. Choice of law / legal venue

The access of the web portal including all information or data, their use and in particular the breach of confidential information made available to authorized users by means of a password in a secure area of the site, as well as any action, toleration or omission related to the site are exclusively subject to Austrian law under exclusion of UN commercial law and referral norms.

The exclusive legal venue is the competent court for A-4600 Wels, Austria.

If these terms of use are viewed in a language other than German, the German version shall prevail for usage relationship.

Responsible for the content:

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