

Terms of Use for the Supplier Portal of Berglandmilch eGen (hereinafter referred to as "BLM")

1. Scope of these Terms of Use

BLM provides this internet-based portal (web portal) for use in Austria and other European countries, subject to the following terms. The Terms of Use apply to all information and data retrieved, entered, transferred or made accessible via the web portal.

Acknowledging these terms and subsequently using this web portal constitutes acceptance of the Terms of Use for this web portal and the information and services provided on the portal.

BLM reserves the right to amend these Terms of Use. If they are amended, you will be asked to accept the Terms of Use again when you access the web portal.

2. Information and data

BLM makes every reasonable effort to ensure that the information and data on this web portal is correct, up-to-date and complete. However, BLM does not accept any liability the information and data provided being up-to-date, correct or complete.

BLM reserves the right to amend or add to the information and data provided, without prior notice.

The user understands that it is not possible to guarantee 100% availability for web-based services. The user also understands that the security of web-based services is limited.

BLM shall be entitled to interrupt access to the web portal, to restrict the duration of access or to suspend access in any other way, temporarily, partially or completely, insofar as this is necessary for reasons of public safety, to protect against the web portal being misused, to prevent serious disruptions to the web portal, the software or the stored data, to protect data or to carry out work that is necessary for operational and technical reasons.

BLM does not accept any liability for disruptions to the services on the portal that are the result of:

- a) interference by the user or third parties in the underlying infrastructure, hardware and software solutions;
- b) incorrect, improper or negligent installation, operation or handling of the access software, devices or systems that are required to use the web portal, by the user or third parties.



Berglandmilch eGen

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Firmensitz: A-4600 Wels, Schubertstraße 30, Tel.: +43(0)7242 46996-0, Fax-DW 6111, office@berglandmilch.at, www.berglandmilch.at, UID-Nr: ATU39247604

Haftungsart: beschränkt, FN 116533y, Landesgericht Wels, DVR 0829757

Banken: Oberbank BIC: OBKLAT2L, IBAN: AT78 1500 0007 1122 5599, Raiffeisenlandesbank OÖ BIC: RZ00AT2L, IBAN: AT60 3400 0000 0010 3754

3. User's obligations

The user must:

- a) provide complete and truthful information when using the portal;
- b) keep all item specifications sent via the portal up-to-date;
- c) be able to provide evidence of any product properties entered by the user at any time and/or present relevant certifications etc. on request;
- d) not circumvent any security measures of the BLM system;
- e) not misuse the services for illegal purposes;
- f) treat the data and information provided as confidential.

The web portal user is entirely responsible for the content and accuracy of all the information entered via the web portal. In particular, the user shall be liable for ensuring that no third-party rights are infringed.

The user must treat the data and information provided and/or retrieved as confidential. In particular, the information must not be made accessible to third parties or disclosed in any other way. The user in particular must not disclose information that is available to authorised users via password in a protected area of the website.

The user must keep secret all the specific information agreed with BLM for using access to the web portal, such as passwords of any kind, as well as user certificates, and must protect such information from unauthorised use by third parties.

The user is responsible for using the web portal in accordance with the laws of their country; this applies in particular to users in countries other than Austria.

The user shall be liable for all the consequences for which the user is responsible that arise from unauthorised use of access or from use by third parties. This also applies to breaches of the confidentiality of data and information. If the user suspects that third parties have or have had unauthorised access to the data, information or access details, the user must inform BLM immediately so that suitable measures can be taken.

If the user culpably and substantially breaches its obligations under these Terms of Use, BLM shall be entitled to prohibit the user from using the web portal and to demand compensation for the loss/damage caused by the breach of obligation.

4. Updating stored data

Each supplier must ensure that all the data provided by the supplier, as well as all evidence and certificates, are always up-to-date, complete and valid.

The supplier is responsible for entering the data in good time, but no later than 5 days after the first delivery



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of each item.

All changes to the data in transmitted item specifications and documents must be entered on the portal by the supplier promptly, but at the latest within 30 days of the change occurring.

A penalty of EUR 250.00 (not subject to judge's discretion) is agreed for any incorrect specifications or specifications that are not updated in due time.

This shall not affect the assertion of any further claims for damages, in which case the penalty shall not be offset against such damages.

The supplier bears full responsibility for the data provided by the supplier being accurate, complete and up-to-date. The supplier also undertakes to carry out a comprehensive review of its data at least once a year and to update it if necessary.

5. Data protection

Personal data shall be handled in accordance with Austrian data protection regulations. BLM collects and uses login details. The customer agrees that BLM may use cookies to make it easier to provide the services. The data is only collected and used to the extent necessary to operate and use the web portal.

6. Hyperlinks

BLM is not responsible for the content referred to directly or indirectly on websites via links on the portal and is therefore not responsible for content accessed via such links. Such links do not imply any substantive association with the linked third-party content. In particular, BLM does not adopt the linked content as its own. BLM does not accept any responsibility for the availability or the content of such linked websites and does not accept any liability for damage, loss and/or injury resulting from using such content, in whatever way. Establishing a connection to linked websites is at the user's own risk.

7. Industrial property rights

The content of this web portal is protected by copyright. All rights are reserved. Text, images, graphics, sound, animations and video, as well as their arrangement on the web portal, are protected by copyright and other laws granting protection. Reproduction or use in other electronic or printed publications is not allowed without the express consent of BLM. This also applies where third parties hold copyrights in the content of the website.

Copying, downloading, disseminating, distributing and saving content from the web portal is only allowed for own use.

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



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8. Liability

This web portal has been created with the greatest possible care. Nevertheless, we cannot guarantee that the information contained on the portal is accurate and free of error. Any liability of BLM for loss or damage that arises directly or indirectly from using this web portal is excluded, insofar as such loss or damage is not caused by intent or the gross negligence of BLM. BLM's liability shall be limited to the loss/damage typically foreseeable for the contract in the event of a breach by minor negligence of essential contractual obligations, the fulfilment of which is essential for proper performance of the contract and on the observance of which the user ordinarily relies and is entitled to rely ("essential obligations"), in the event of a breach of undertaken guarantee obligations or in the absence of warranted characteristics.

BLM shall in no case be liable for incorrect information or data that users or third parties have posted on the web portal.

BLM does not accept any liability for inaccuracies, errors or delays, or for missing information or information being transferred incorrectly, or for any resulting loss or damage. Liability for the web portal functioning and for loss or damage that is the result of the web portal not functioning correctly is also excluded. In particular, BLM does not accept any liability for events over which it has no influence (force majeure).

Mandatory statutory provisions, such as under the Austrian Product Liability Act, remain unaffected by the above provisions.

The user shall be liable for all loss or damage resulting from unauthorised use of the web portal.

9. Data security

Despite careful processing and regular updates to security measures, BLM does not accept any liability for unauthorised persons (hackers or crackers) gaining access to data sent via the web. BLM also does not accept any liability for internal misuse at the user's business. It is the user's responsibility to take appropriate internal measures to prevent the login name, password and/or other access detailed from being misused by employees, agents or third parties who are present on the user's business premises.

10. Choice of law/place of jurisdiction

Use of the web portal, as well as all the information or data, use of the information and data and in particular any breach of confidentiality regarding information available to authorised users via a password in a protected area of the website, as well as all actions, failures to act or omissions in connection with the website, are subject exclusively to Austrian law, excluding the UN Convention on Contracts for the International Sale of Goods (CISG) and the conflict of law rules.

The exclusive place of jurisdiction is the competent court for A-4600 Wels, Austria.

If these Terms of Use are accessed in a language other than German, the German version shall be definitive for the user relationship.

Data controller responsible for the content:

Berglandmilch eGen,
Schubertstrasse 30, A-
4600 Wels, Austria
Tel.: +43 (0)7476 77311-0 or +43 (0)7242 46996-0
Commercial register court: Wels Regional Court, register number: FN
116533y
VAT ID: ATU39247604



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